Supreme Court, U.S.
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168 (2)

No.

IN THE

Supreme Court of the United States

ARLENE D. ROWLAND,
Petitioner,

v.

PRUDENTIAL FINANCIAL, INC.,
WACHOVIA CORPORATION, *et al*,

Respondents.

On Petition For Writ Of Certiorari
To The United States Court of Appeals For The
Ninth Circuit

REVISED APPENDIX

In Support of Petition for Writ of Certiorari

Arlene D. Rowland, *Petitioner-Plaintiff Pro Se*
P.O. Box 7591, Ventura, CA 93006
(no telephone) August 9, 2010

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

ARLENE D. ROWLAND, Plaintiff - Appellant, v. PRUDENTIAL FINANCIAL, INC.; WACHOVIA CORPORATION, Defendants - Appellees.	No. 07-16358 D.C. No. CV-04-02287-EHC **MEMORANDUM***

Appeal from the United States District Court
for the District of Arizona
Earl H. Carroll, District Judge, Presiding

Submitted December 15, 2009**
Before: GOODWIN, WALLACE, and CLIFTON,
Circuit Judges.

---

* This disposition is not appropriate * for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

LBS/Research

Before: GOODWIN, WALLACE, and CLIFTON, Circuit Judges.

Arlene D. Rowland appeals pro se from the district court's judgment dismissing her action alleging employment discrimination and retaliation in violation of state law, Title VII, the Americans with Disabilities Act, the Sarbanes-Oxley Act ("SOX"), the Family Medical Leave Act ("FMLA"), and other federal statutes. We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal for failure to state a claim. *Knievel v. ESPN*, 393 F.3d 1068, 1072 (9th Cir. 2005). We review for abuse of discretion denial of leave to amend and denial of a request for default judgment. *Chodos v. West Publ'g Co.*, 292 F.3d 992, 1003 (9th Cir. 2002); *Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986). We affirm.

The district properly dismissed Rowland's federal discrimination and retaliation claims as untimely. *See Santa Maria v. Pac. Bell*, 202 F.3d 1170, 1176 (9th Cir. 2000) (explaining that where the plaintiff initially institutes proceedings with a state or local agency, a charge of employment discrimination must be filed with the Equal Employment Opportunity Commission ("EEOC") within 300 days of the discriminatory act); *Edwards v. Occidental Chem. Corp.*, 892 F.2d 1442, 1445 (9th Cir. 1990) ("An action brought under Title VII must be filed within ninety days of receipt of a right to sue letter from the EEOC or appropriate state agency.").

The district court also properly dismissed Rowland's state discrimination claims and section 806 SOX claim for the same reason. *See Madden Tyler v Maricopa County*, 943 P.2d 822, 828 (Ariz. Ct. App. 1997) (explaining that under the Arizona Civil Rights

Act, Ariz. Rev. Stat. § 41-1481(A), (D), "a charge must be filed with the [state agency] within 180 days after the alleged unlawful employment practice occurred" and "[t]he charging party has one year after the filing of the charge" to file suit); 18 U.S.C. § 1514A(b) (under the SOX, a plaintiff must file a charge with the Department of Labor within 90 days of the alleged violation).

Dismissal of Rowland's claims brought under SOX's criminal law statutes was proper because those statutes do not provide a private right of action. *See* 18 U.S.C. §§ 1512-13 (providing criminal punishment for tampering with or retaliating against an informant); *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir.1980) (affirming dismissal of claims brought under criminal provisions that "provide[d] no basis for civil remedy").

Dismissal of Rowland's FMLA claims was also proper because Prudential Financial Inc.'s subsidiary was no longer her employer when she attempted to return to work. *See* 29 U.S.C. §§ 2615(a)(1)-(2).

The district court did not abuse its discretion in denying without prejudice Rowland's motion for leave to file a Second Amended Complaint as moot in light of her motion for leave to file a Third Amended Complaint. *See Armstrong v. Davis*, 275 F.3d 849, 878 n.40 (9th Cir. 2001) (amended pleading supersedes an earlier pleading).

The district court also did not abuse its discretion in denying Rowland's requests for entry of default and default judgment under Fed. R. Civ. P. 55(a)-(b) because Prudential Financial, Inc. and Wachovia Corporation filed motions to dismiss. *See* Fed. R. Civ. P. 55(a) (permitting the entry of default

when the defendant "fail[s] to plead or otherwise defend"); *Direct Mail Specialists, Inc. v. Eclat Computerized Techs., Inc.*, 840 F.2d 685, 689 (9th Cir. 1988) (entry of default judgment inappropriate if a defendant indicates its intent to defend the action).

We do not consider Rowland's listed but undeveloped contentions. *See Acosta-Huerta v. Estelle*, 7 F.3d 139, 144 (9th Cir. 1992) (issues raised in pro se
litigant's brief but not supported by argument deemed waived).

Rowland's remaining contentions are unpersuasive.

AFFIRMED.

Filed Jan. 11, 2010. C.A.9 (Ariz.),2010.
362 Fed.Appx. 596, 2010 WL 76439 (C.A.9 (Ariz.))

Arlene D. Rowland, Ventura, CA, pro se.

Deborah J. Broyles, Thelen Reid Brown Raysman & Steiner LLP, San Francisco, CA, Caroline Larsen, Bryan Cave, LLP, Phoenix, AZ, for Defendants-Appellees.

Appeal from the United States District Court for the District of Arizona, Earl H. Carroll, District Judge, Presiding. D.C. No. CV-04-02287-EHC.

LBS/Research 07-16358
[END OF APPELLATE COURT DOCUMENT #]

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U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

ARLENE D. ROWLAND Plaintiff-Appellant, v. PRUDENTIAL FINANCIAL and WACHOVIA CORPORATION, Defendants-Appellees.	**No. 07-16358** D.C. No. CV-04-02287-EHC U.S. District Court Arizona Phoenix **MANDATE**

The judgment of this Court, entered January 11, 2010, takes effect this date.

This constitutes the formal mandate of this Court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

FOR THE COURT:
Molly C. Dwyer
Clerk of Court
/s/
Theresa Benitez
Deputy Clerk

[END OF APPELLATE COURT DOCKET #34]

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT
NOTICE OF APPEAL NOTIFICATION FORM

Court of Appeals No. _____

CASE INFORMATION:

Short Case Title: Rowland v. Prudential Financial, et al
District, Division & Judge AZ-PHX-Judge Earl H. Carroll
District Court Case No. CV-04-2287-PHX-EHC
Date Complaint Filed: 10/26/04
Date Appealed order/judgment *entered*: 07/02/07; 12/27/06; 12/14/06; 09/14/06; 04/28/06; 06/03/05
Date NOA *filed*: 07/23/07

***

Court Reporter(s) Name & Phone Number: Candy Potter (602) 322-7246

***

FEE INFORMATION
Date Docket Fee Paid: 07/24/07 [$455.00]

***

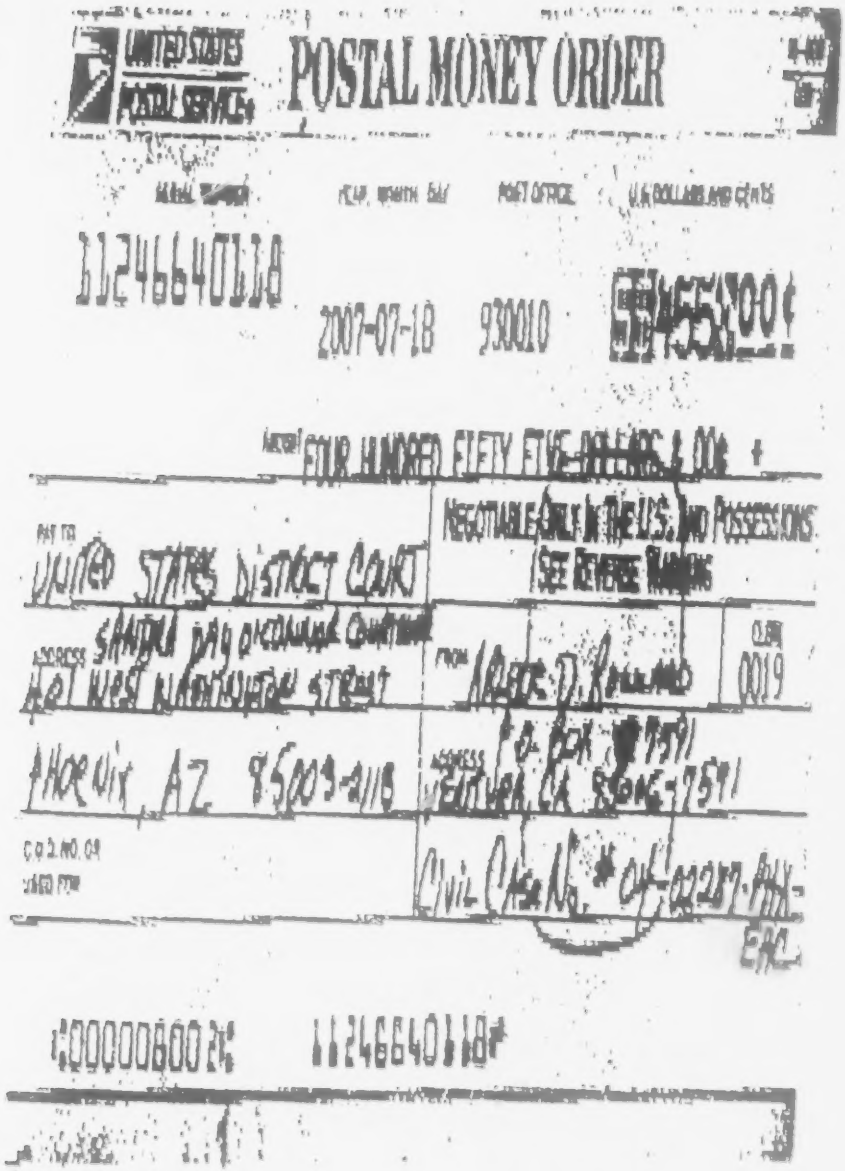
COUNSEL INFORMATION

[X] See attached docket for names/addresses/phone numbers

***

Name & Phone Number of Person Completing this Form: Deborah N. Herman 602-322-7218

[END OF DISTRICT COURT DOCKET #145]



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Civil Case No. # 07-02287-PHX-EHC

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Case 2:04-cv-02287-EHC Document 144 Filed 07/02/07

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Arlene Rowland, Plaintiff, v. Prudential Financial, Inc.; Wachovia Corporation, Defendant.	**JUDGMENT IN A CIVIL CASE** **CV-04-2287-PHX-EHC**

___ Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

_X_ Decision by Court. This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that pursuant to the Court's order filed July 2, 2007, judgment is entered in favor of defendant and against plaintiff. Plaintiff to take nothing, and complaint and action are dismissed.

RICHARD H. WEARE
District Court

July 2, 2007
Executive/Clerk

s/ Deborah N. Herman
By: Deputy Clerk

cc: (all counsel)

END OF DISTRICT COURT DOCKET #144

Not Reported in F.Supp.2d, 2007 WL 1893630
(D.Ariz., 2007) July 02, 2007 (Original Order - 14 pages)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Arlene ROWLAND, Plaintiff,
v.
PRUDENTIAL FINANCIAL, INC., Wachovia Corporation, Defendants.

No. CV 04-2287-PHX-EHC

July 2, 2007

Arlene D. Rowland, Ventura, CA, pro se.

Deborah J. Broyles, Patrick M. Ryan, Kendra M. Forsythe, Thelen Reid Brown Raysman & Steiner LLP, San Francisco, CA, Linda Stephanie Husar, Thelen Reid Brown Raysman & Steiner LLP, Los Angeles, CA, Caroline Kathleen Larsen, Sean Keenan McElenney, Bryan Cave LLP, Phoenix, AZ, for Defendants.

ORDER

Hon. Earl H. Carroll

Pending before the Court are Plaintiff's "Motion for Court Action Civil Procedure Compliance" (Dkt.107), Plaintiff's Motion for Status of Pending Motions (Dkt.108), Plaintiff's Motion for Pending Motion Notification (Dkt.111), Plaintiff's Motion for

Joinder of Persons Needed for Just Adjudication (Dkt.118), Plaintiff's Motion to Add Wachovia Corporation to Plaintiff's First Amended Complaint (Dkt.120), Plaintiff's Motion for Relief (Dkt.120), Defendant Prudential Financial, Inc.'s and non-parties Prudential Equity Group, LLC and Prudential Insurance Company of America's (collectively, the "Movants") Motion to Dismiss (Dkt.124), Plaintiff's Motion for Entry of Default as to Prudential Financial, Inc. (Dkt.127), Plaintiff's Motion for Preclusion of Defenses and Award of Expenses (Dkt.127), Plaintiff's Motion to Strike Movants' Motion to Dismiss (Dkt.128), and Plaintiff's Motion to Unseal Document (Dkt.130). The Court will consider each motion in turn.

A. ***Background***

Plaintiff was employed by Prudential Securities, Inc. ("PSI") in Phoenix from "January 1, 1999 to September 6, 2002," when she went on medical leave. (Dkt.20, ¶ 1). On July 1, 2003, PSI "ceased to exist as a corporate entity" and Wachovia Securities ("WS") took over PSI's brokerage business. (Dkt.124). Plaintiff's employment transferred to WS. (Dkt.20, ¶ 7). Prudential Equity Group, LLC ("PEG") is the successor to PSI. (Dkt.124).

On October 26, 2004, Plaintiff, who is pro se, filed a Complaint alleging a variety of employment related claims against Defendants. (Dkt.1). On April 11, 2005, Plaintiff filed a First Amended Complaint ("FAC"), which is now the operative complaint. (Dkt.20). Defendant Prudential Financial, Inc. ("PFI") filed a Motion to Dismiss for lack of jurisdiction, or in the alternative, a stay in the proceedings pending

arbitration (Dkt.24). On June 3, 2005, the Court granted PFI's Motion to Stay the proceedings pending arbitration. (Dkt.52). Plaintiff brought suit against Defendant Prudential in February 2003 before the National Association of Securities Dealers, Inc. ("NASD"), but then voluntarily sought dismissal without prejudice, which was granted on April 21, 2006.[FN1] (*See* RJE, Ex. T). After Plaintiff's claims in the NASD arbitration were dismissed without prejudice, the Stay was lifted in this case. (Dkt.83). The Court denied Defendants' Motions to Dismiss "without prejudice to re-urging pending the ruling on Plaintiff's Motion to Amend." [FN2] (Dkt.83).

FN1. Movants filed a Request for Judicial Notice in Support of their Reply. (Dkt.136). The Request includes Exhibits R through T. Exhibit R is the NASD Panel's Conditional Order of Dismissal from June 7, 2005. Exhibit S is Plaintiff's Letter to the NASD Accepting the Conditional Offer, dated June 17, 2005. Exhibit T is the NASD Panel's Final Award, dated April 21, 2006. Courts may take judicial notice of arbitration awards pursuant to Fed.R.Evid. 201. *See Stacks v. Southwestern Bell Yellow Pages, Inc.*, 27 F.3d 1316, 1326 n. 3 (8th Cir.1994); *Yerkovich v. MCA Inc.*, 11 F.Supp.2d 1167, 1169 n. 2 (C.D.Cal.1997). The Court takes Judicial Notice of Ex. T, the NASD Arbitration Award, under Fed.R.Evid. 201.

FN2. Plaintiff contends that Movants' pending Motion to Dismiss is improper under Fed.R.Civ.P. 12(g) because this is their second Motion to Dismiss. (Response at 1-2). This

argument is misplaced. Plaintiff had filed a first amended complaint as of right unbeknownst to Movants. Movants based their original Motion to Dismiss on Plaintiff's original complaint and the Court order denied the first Motion "without prejudice to re-urging pending the ruling on Plaintiff's Motion to Amend." (Dkt.83). Furthermore, the defense of failure to state a claim is excepted from the Consolidation of Defenses Rule 12(g) under Fed.R.Civ.P. 12(h)(2).

B. Plaintiff's "Motion for Court Action Civil Procedure Compliance"

Plaintiff filed a "Motion for Court Action Civil Procedure Complaint." Plaintiff requests that the Court order Defendant PFI to withdraw counsel, Kendra Forsythe, and to substitute counsel pursuant to Local Rule 83.1. (Dkt.107).

Local Rule 83.1(b)(3) provides that "[a]n attorney who is admitted to practice in another U.S. District Court, and who has been retained to appear in this Court, may, upon written application and in the discretion of the Court, be permitted to appear and participate in a particular case." Counsel Kendra Forsythe filed a Motion for Admission Pro Hac Vice and paid the pro hac vice fee of one hundred dollars pursuant to Local Rule 83.1(b)(3). (Dkts.120, 121). The Court granted Kendra Forsythe's Motion for Admission Pro Hac Vice and, therefore, she is permitted to appear and participate in this case. (Dkt.122). Accordingly, the Court will deny Plaintiff's "Motion for Court Action Civil Procedure Complaint."

(Dkt.107).

C. *Plaintiff's Motion for Status of Pending Motions and Plaintiff's Motion for Pending Motion Notification*

Plaintiff filed a Motion for Status of Pending Motions (Dkt.108) and a Motion for Pending Motion Notification (Dkt.111). In these motions, Plaintiff requests the status of her Motion for Reconsideration of Order (Dkt.56) and Motion for Leave to File Third Amendment Complaint (Dkt.93).

The Court denied the Motion for Reconsideration on March 29, 2006 (Dkt.74), and denied the Motion for Leave to File Third Amendment Complaint pursuant to Federal Rule of Civil Procedure 8(a) on December 14, 2006 (Dkt.109). Accordingly, the Court will grant Plaintiff's Motion for Status of Pending Motions (Dkt.108) and Motion for Pending Motion Notification (Dkt.111) to the extent that Plaintiff has been informed in this Order that the motions referenced have been denied.

D. *Plaintiff's Motion for Joinder of Persons Needed for Just Adjudication*

Plaintiff filed a Motion for Joinder of Persons Needed for Just Adjudication ("Motion for Joinder). (Dkt.118). Plaintiff seeks to join Prudential Securities, Inc., Prudential Securities Group, Inc., Prudential Equity Group, Inc., Prudential Equity Group, LLC and Subsidiaries, Prudential Insurance Company of America, Wachovia Securities LLC, Wachovia Securities Financial Network, LLC, and Thomas

Norman Zirbel, pursuant to Federal Rule of Civil Procedure 19(a). (Dkt.118). Defendant Prudential Financial, Inc. and Non-Parties Prudential Equity Group, LLC and Prudential Insurance Company of America filed a response, objecting to Plaintiff's Motion for Joinder. (Dkt.125).

Rule 19(a) provides that:

> A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest.

Plaintiff fails to meet the standard of Rule 19. Plaintiff has not demonstrated any grounds for joining these additional defendants. Nor has Plaintiff shown that the absence of these additional defendants would either materially reduce the likelihood that the Court could provide justice for those already parties or be detrimental to the non-parties themselves. Accordingly, the Court will deny Plaintiff's Motion for Joinder (Dkt.118).

E. ***Plaintiff's Motion to Add Wachovia Corporation to Plaintiff's First Amended Complaint and Plaintiff's Motion for Relief***

Plaintiff filed a Motion to Add Wachovia Corporation to Plaintiff's First Amended Complaint ("Motion to Add Wachovia Corporation" and "Motion for Relief"). (Dkt.120). Plaintiff seeks to join Defendant Wachovia Corporation pursuant to Federal Rule of Procedure 19(a) and 21. Plaintiff argues that Defendant Wachovia Corporation should be joined by the Court, "as a party of the action because its absence avoids justice and complete relief accorded among those already parties." (Dkt.120, p. 2-3).

On April 28, 2006, the Court dismissed Wachovia Corporation based on a lack of personal jurisdiction. (Dkt.83). The Court's dismissal of Wachovia Corporation for lack of personal jurisdiction cannot be vacated with a Rule 19(a) motion for joinder. Joinder is not feasible under Rule 19(a) "when the absentee is not subject to personal jurisdiction." *EEOC v. Peabody Western Coal Co.*, 400 F.3d 774, 779 (9th Cir.2005). The Court, therefore, will deny Plaintiff's request to join Wachovia Corporation pursuant to Rule 19(a). Because joinder of Wachovia Corporation would be inappropriate based on a lack of personal jurisdiction, the Court will also deny Plaintiff's request to join Wachovia Corporation pursuant to Rule 21. Accordingly, the Court will deny Plaintiff's Motion to Add Wachovia Corporation (Dkt.120).

Plaintiff also motions this Court pursuant to Federal Rule of Civil Procedure 60(b)(3) ("Motion for Relief"). (Dkt.120). Plaintiff argues that "Counsel for

Wachovia Corporation perpetrated a fraud upon this Court by alleging, advocating, and maintaining its position of this Court's lack of personal jurisdiction, until this Court dismissed defendant Wachovia Corporation." (Dkt. 120, p 3).

The Court will also deny Plaintiff's Motion for Relief pursuant to Rule 60(b)(3). Rule 60(b)(3) permits a losing party to move for relief from judgment or order on the basis of "fraud, misrepresentation, or other misconduct of an adverse party." Fed.R.Civ.P. 60(b)(3). To prevail, the "moving party must prove by clear and convincing evidence that the verdict [or order] was obtained through fraud, misrepresentation, or other misconduct and the conduct complained of prevented the losing party from fully and fairly presenting the defense." *De Saracho v. Custom Food Machinery, Inc*, 206, F.3d 874, 880 (9th Cir.2000). Plaintiff does not meet the clear and convincing evidence standard of Rule 60(b). Plaintiff fails to present any substantive evidence that Wachovia Corporation misstated or misrepresented facts or perpetuated a fraud upon this Court by moving for dismissal based on lack of personal jurisdiction. Accordingly, the Court will deny Plaintiff's Motion for Relief pursuant to Rule 60(b)(3) (Dkt.120).

F. *Movants' Motion to Dismiss and Plaintiff's Motion to Strike Movants' Motion to Dismiss*

Defendant Prudential Financial, Inc.'s ("PFI") and non-parties Prudential Equity Group, LLC and Prudential Insurance Company of America's (collectively "Movants") filed a Motion to Dismiss for failure to state a claim on January 29, 2007. (Dkt.124).

Plaintiff responded on February 22, 2007 by filing a Motion to Strike Movants' Motion to Dismiss. (Dkt.128). On April 6, 2007, Defendant Movants filed an Opposition to Plaintiff's Motion to Strike. (Dkt.135). Plaintiff's Motion to Strike responds to Movants' Motion to Dismiss and the Court will treat the Motion to Strike as a Response to the Motion to Dismiss. The Court will treat Movants' "Opposition to Plaintiff's Motion to Strike" as a Reply to Plaintiff's Response.

A Motion to Dismiss for failure to state a claim under Fed.R.Civ.P. 12(b)(6) is appropriate when it appears to a certainty that a plaintiff will not be entitled to relief under the allegations of the Complaint. *Russell v. Landrieu*, 621 F.2d 1037, 1039 (9th Cir.1980). The Court "must accept all factual allegations of the complaint as true and draw all reasonable inferences in favor of the nonmoving party." *Two Rivers v. Lewis*, 174 F.3d 987, 991 (9th Cir.1999). Furthermore, when there is a pro se plaintiff, "the allegations of the *pro se* complaint ... [are held] to less stringent standards than formal pleadings drafted by lawyers," *Haines v. Kerner*, 404 U.S. 519, 520, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972) (per curiam).

1. ***Plaintiff's Title VII and Americans with Disabilities Act ("ADA") claims***

Plaintiff's First through Fourth Claims alleging discrimination and retaliation based on gender and disability under Title VII and the ADA are untimely. To bring a timely claim, a party must first file a charge with the Equal Employment Opportunity Commission ("EEOC") within 300 days of the alleged violation. 42 U.S.C. § 2000e-5(e)(1). After receiving a Right to Sue

letter from the EEOC, a party has 90 days to file a claim. 42 U.S.C. § 2000e-5(f)(1). This 90 day period "constitutes a statute of limitations. If claimant fails to file within 90-day period, the action is barred accordingly." *Edwards v. Occidental Chem. Corp.*, 892 F.2d 1442, 1445 (9th Cir.1990). Plaintiff received a Right to Sue letter for her First claim alleging sex discrimination and harassment under Title VII in January 2003.[FN3] (FAC ¶ 1, Compl. ¶ 17). Plaintiff filed this claim on October 26, 2004. (Dkt.1). Plaintiff's First Claim is barred by the statute of limitations. (Dkt.1).

FN3. Plaintiff alleges that she filed a *second* EEOC charge on July 6, 2004 and received a Right to Sue letter on July 30, 2004, thereby making this the operative date for the statute of limitations period. This charge, however, is not within the 300 day period from the alleged violation that Plaintiff has to file when she was no longer employed by PSI as of July 1, 2003. Furthermore, Plaintiff alleges sex discrimination in the First Amended Complaint (¶¶ 20-23) under the heading "Workplace Discrimination, Harassment, Retaliation 1999-2002." Taking the Plaintiff's allegations as true, the alleged violations based on sex occurred from 1999-2002. There are no violations alleged of discrimination or harassment based on sex beyond these dates that would make the second EEOC charge any different from the first, except that "age[ ] and disability discrimination and retaliation" was alleged in the second charge. (FAC ¶¶ 1, 2).

Plaintiff's Second Claim alleging retaliation under Title VII and Third and Fourth Claims alleging discrimination and retaliation under the ADA are untimely.[FN4] Plaintiff failed to file any charges with the EEOC within 300 days of the alleged violation. Failure to file a charge within this 300 day period "is treated as a violation of a statute of limitations." *Santa Maria v. Pacific Bell*, 202 F.3d 1170, 1176 (9th Cir.2000); *see also Douglas v. California Dept. of Youth Authority*, 271 F.3d 812, 823 (9th Cir.2001) (applying 300 day limitation to ADA claim). This period "begins to run on the date the employee received notice of the employment decision." *Taxey v. Maricopa County*, 237 F.Supp.2d 1109, 1113 (D.Ariz.2002). Plaintiff filed discrimination and retaliation charges with the EEOC on July 6, 2004 and November 30, 2004. (FAC ¶ 3). Plaintiff's employment with PSI, however, ended on July 1, 2003 when PSI ceased to exist as a legal entity. (FAC ¶ 7). These charges were thus untimely filed with the EEOC as against Movants by more than two months.

FN4. Plaintiff's Third and Fourth Claims are also based on discrete acts that occurred after her employment with PSI ended on July 1, 2003. In her Third Claim, Plaintiff alleges an ADA violation by Defendants for refusing "to permit plaintiff to return to work" and by denying plaintiff's "multiple reasonable accommodation requests." (FAC ¶¶ 69, 70). Plaintiff's Fourth Claim alleges that "Defendants subjected [Plaintiff] to harass[ment] ... after she made an inquiry [to return to work] on May 28, 2004" and "the discrimination includes ... denying and/or

> interfering with Plaintiff's right to return to work." (FAC ¶¶ 74, 78). Plaintiff tried to return to work beginning in February, 2004, (FAC ¶ 35) at which time she was not employed by PSI (FAC ¶ 7).

Plaintiff argues that the statute of limitations should be equitably tolled. Equitable tolling is "readily available in extreme cases ... [and] has been applied sparingly." *Scholar v. Pacific Bell*, 963 F.2d 264, 268 (9th Cir.1992). Equitable tolling is appropriate when

> a plaintiff is unable to obtain vital information bearing on the existence of his claim ... Unlike equitable estoppel, equitable tolling does not depend on any wrongful conduct by the defendant to prevent the plaintiff from suing. Instead it focuses on whether there was excusable delay by the plaintiff. If a reasonable plaintiff would not have known of the existence of a possible claim within the limitations period, then equitable tolling will serve to extend the statute of limitations for filing suit until the plaintiff can gather what information he needs ... However, equitable tolling does not postpone the statute of limitations until the existence of a claim is a virtual certainty.

Santa Maria v. Pacific Bell, 202 F.3d 1170, 1178 (9th Cir.2000). Plaintiff knew of her claims and waited to file them with the Court until after the limitations period had expired. Furthermore, a plaintiff may not claim excusable delay or ignorance in an attempt to equitably toll the statute of limitations when she has

consulted an attorney within the applicable statute of limitations period. *See Stallcop v. Kaiser Foundation Hospitals*, 820 F.2d 1044, 1050 (9th Cir.1987) (plaintiff is not excusably ignorant when she consulted attorneys within the statute of limitations period as she is charged with "constructive knowledge" of her rights and the law). Plaintiff was represented by counsel in the NASD proceedings, prior to June 21, 2004, when she decided to participate pro se. (*See* RJN, Ex. T at 13). She is thus deemed to be aware of her rights. Accordingly, the Court will dismiss Plaintiff's First through Fourth Claims.

2. ***Plaintiff's ACRA and AEPA claims***

Plaintiff's Fifth claim arises from a state law cause of action under ACRA (A.R.S. 41-1401, et seq.) and AEPA (A.R.S.23-1501). This claim is barred by the statute of limitations. Under ACRA, Plaintiff must file an administrative charge within 90 days of the alleged violation and from this date, she has one year to file a civil claim. (A.R.S.41-1481(D)). Plaintiff filed her charge with the Arizona Civil Rights Division on December 27, 2002 (FAC ¶ 1) and thus, had until December 27, 2003 to file her civil claim. This claim was filed on October 26, 2004 and is thus, untimely. (Dkt.1).

Plaintiff's claim under AEPA also fails because it is untimely. (FAC ¶ 81). A plaintiff must filed suit within one year after the cause of action accrues. (A.R.S.12-541). Plaintiff's employment relationship with PEG terminated on July 1, 2003 and thus provides the last date a cause of action could have accrued against Movants. (FAC ¶ 7). This action was filed in October 2004, approximately three months past the

appropriate date. (Dkt.1). Accordingly, the Court will dismiss Plaintiff's Fifth Claim.

3. ***Plaintiff's Fair Credit Reporting Act ("FCRA") claim***

Plaintiff alleges that PI's Disability Management Services ("PI-DMS") willfully violated the FCRA, 15 U.S.C. § 1681 et seq., by complying with a subpoena from a "court or tribunal having *NO* authority or jurisdiction to execute [or] issue such an order [or] a subpoena without a tribunal order or signed medical authorization attached" and by providing her medical information during the NASD arbitration to PEG. (FAC ¶¶ 24, 85). When Plaintiff chose the NASD forum to arbitrate her claims, she voluntarily contracted to be subject to the NASD Code of Arbitration. (*See* RJN, Ex. T (Claimant Arlene D. Rowland signed NASD Submission Agreement)). Section 10322 of NASD's Code of Arbitration states, "arbitrators have the authority to issue subpoenas for the production of documents." Thus, the subpoena issued by NASD to PI-DMS is valid.

Furthermore, the FCRA provides an exception that "any consumer reporting agency may furnish a consumer report ... [i]n response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury." 15 U.S.C. § 1681b(a)(1). It thus follows that when an alleged FCRA violation occurs in an arbitration proceeding, it is not a violation to comply with a subpoena for documents validly issued by the arbitrator(s). *See Kansas Commission on Civil Rights v. Sears, Roebuck and Co.*, 216 Kan. 306, 320, 532 P.2d

1263 (1975) (reasoning that it would be "difficult to stigmatize compliance with a subpoena duly issued by an agency ... which was authorized by law to issue subpoenas, as either willful or negligent failure to comply with the requirement of [the FCRA]"). Accordingly, the Court will dismiss Plaintiff's Sixth Claim.

4. ***Plaintiff's Gramm-Leach-Bliley Act ("GLBA") claim***

Plaintiff alleges that Defendants violated § 521 of the GLBA. The GLBA, however, does not provide for a private cause of action. The provisions of the GLBA are to be enforced by "the federal functional regulators, the State insurance authorities, and the Federal Trade Commission." 15 U.S.C. § 6805(a). *See Mention v. Experian Corp.*, 2003 WL 21692820 at *3 (S.D.N.Y., 2003). Although Plaintiff asserts state law claims that provide a private right of action, she does not do this in the First Amended Complaint. Rather, these state law claims appear for first time in her Response to Movants' Motion to Dismiss. (Response at 13). Such claims will not be considered by the Court as they were not alleged in the pleadings. Accordingly, the Court will dismiss Plaintiff's Seventh Claim.

5. ***Plaintiff's Fair Labor Standards Act ("FLSA") claim***

The FLSA, as amended by the Equal Pay Act, provides a cause of action for an employee when an employer discriminates "between employees on the basis of sex by paying wages to employees ... at a rate less than the rate at which he pays wages to employees

of the opposite sex." 29 U.S.C. § 206(d). Plaintiff alleges that while on medical leave, she was "subjected to disparate treatment" when her income was "instead paid to a male" employee. (FAC ¶ 99). This does not state a cognizable claim under FLSA. Instead, it appears to be another attempt at a Title VII gender based claim. As discussed above, such a claim is untimely. Accordingly, the Court will dismiss Plaintiff's Eighth Claim.

6. ***Plaintiff's Sarbanes-Oxley Act ("SOX") claim***

Plaintiff's SOX claim fails as untimely. To be timely, Plaintiff must file a charge with the Department of Labor ("DOL") within 90 days of the alleged violation. 18 U.S.C. § 1514A(b)(2)(D). Rowland's last date of employment with Prudential was July 1, 2003, which is the date of accrual for this cause of action. Rowland did not file her SOX charge with the DOL until July 2004 and September 2004, far beyond the 90 day time period. (Response, Ex. B).[FN5]

FN5. These filings with the DOL are referred to in the First Amended Complaint at ¶ 4 and are central to Plaintiff's SOX claim. Thus, the Court may consider them on a motion to dismiss if offered by the Defendant. *See U.S. v. Ritchie*, 342 F.3d 903, 908 (9th Cir.2003). Here, it is Plaintiff who fails to allege the dates of the DOL charges in the First Amended Complaint, but offers the charges as Exhibits in her Response (Dkt.128). Movants are in accordance with the dates and acknowledge the DOL charges in the Motion to Dismiss (Dkt.124) by citing to Plaintiff's original Complaint.

Furthermore, Plaintiff also alleges §§ 1102 and 1107 claims which deal with the tampering with and retaliation against a witness, victim, or informant by killing or attempting to kill, using physical threat or force, or using intimidation or threats against another person. 18 U.S.C. §§ 1512-1513. Plaintiff alleges that Defendants "tampered with records" and that she was "harassed ... because of the statutory protected disclosure[ ] to the EEOC, NASD, SEC, Federal and State agencies." Such allegations do not state a claim arising under §§ 1102 and 1107. Accordingly, the Court will dismiss Plaintiff's Ninth Claim.

7. ***Plaintiff's Family Medical Leave Act ("FMLA") claims***

Plaintiff's final claims arise under 29 U.S.C. § 2615(a)(1), making it unlawful for "any employer to interfere with, restrain, or deny the exercise of or attempt to exercise, any right provided under this subchapter" and 29 U.S.C. § 2615(a)(2), making it unlawful for "any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this subchapter." These claims fail against PFI and PI because they have no employment relationship with Plaintiff. To assert a FMLA claim, a plaintiff must be entitled to the protections of the FMLA, which covers "eligible employees" (29 U.S.C. § 2612(a)). Thus, a plaintiff must establish that he or she is an "eligible employee." *See Cavin v. Honda of America Mfg., Inc.*, 346 F.3d 713, 719 (6th Cir.2003) (plaintiff must establish that he is an "eligible employee" to assert an

interference claim.").

An "eligible employee" is an "employee who has been employed (i) for at least 12 months by the employer *with respect to whom leave is requested;* and (ii) for at least 1,250 hours of service with *such* employer during the previous 12-month period." 29 U.S .C.A. § 2611 (emphasis added). *See also Bachelder v. America West Airlines, Inc.*, 259 F.3d 1112, 1118 (9th Cir.2001). Plaintiff incorrectly argues that she "does not have to establish an 'employment relationship with PFI or PI" ' to assert a claim under the FMLA. (Response at 17). Plaintiff has no cause of action against those with whom she has not been employed and she alleges that she was employed only by PSI/PEG and WS. (FAC ¶¶ 1, 7).

As against PEG, Plaintiff's employment terminated on July 1, 2003. (FAC ¶ 7). The FMLA claims are based on Plaintiff's attempt to return to work at the end of her medical leave (Response at 17), which occurred beginning in February 2004 and ultimately ended in her "constructive termination." (FAC ¶¶ 35, 113). Plaintiff's claim did not accrue until after her employment ended with PEG. Accordingly, the Court will dismiss Plaintiff's Tenth and Eleventh Claims.

F. ***Plaintiff's Motion for Entry of Default as to Prudential Financial, Inc and Plaintiff's Motion for Preclusion of Defenses and Award of Expenses***

Plaintiff filed a Motion for Entry of Default as to Defendant Prudential Financial, Inc. (Dkt.127) and a Motion for Preclusion of Defenses and Award of

Expenses (Dkt.127). Plaintiff seeks to "(1) enter default against Prudential Financial, Inc ... (2) deny Prudential Financial, Inc. any defense or objection which was available to Prudential Financial Inc., when Prudential Financial filed its *Rule 12* motion in April 2005; *and* (3) award Plaintiff with expenses, including attorney fees because of Prudential Financial, Inc.'s repeated noncompliance to this Court's Orders." (Dkt.127, p. 3).

The Court, having dismissed the Complaint as to Defendant PFI, will deny Plaintiff's Motion for Entry of Default (Dkt.127) and a Motion for Preclusion of Defenses and Award of Expenses (Dkt.127) as moot.

H. ***Plaintiff's Motion to Unseal Document***

Plaintiff filed a Motion to Unseal Order at Docket 52. (Dkt.130). Because the Court's June 3, 2005 Order (Dkt.52) was not filed as a sealed order, the Court will deny Plaintiff's Motion to Unseal Document (Dkt.130) as legally frivolous.

Accordingly,

IT IS ORDERED that Plaintiff's "Motion for Court Action Civil Procedure Complaint." (Dkt.107) is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Status of Pending Motions (Dkt.108) and Plaintiff's Motion for Pending Motion Notification (Dkt.111) are GRANTED to the extent of this Order.

IT IS FURTHER ORDERED that Plaintiff's Motion

for Joinder (Dkt.118) is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Motion to Add Wachovia Corporation (Dkt.120) is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Relief pursuant to Rule 60(b)(3) (Dkt.120) is DENIED.

IT IS FURTHER ORDERED treating Plaintiff's "Motion to Strike Motion to Dismiss" (Dkt.128) as Response to Movants' Motion to Dismiss, and treating Movants' "Opposition to Plaintiff's Motion to Strike" (Dkt.135) as a Reply to Movants' Motion to Dismiss.

IT IS FURTHER ORDERED that Defendant Prudential's Request for Judicial Notice (Dkt.136) as to Exhibit T is GRANTED.

IT IS FURTHER ORDERED GRANTING Movants' Motion to Dismiss (Dkt.124) and DISMISSING the First Amended Complaint as to Defendant Prudential Financial, Inc.

IT IS FURTHER ORDERED that Plaintiff's Motion for Entry of Default as to Defendant Prudential Financial, Inc. (Dkt.127) and Plaintiff's Motion for Preclusion of Defenses and Award of Expenses (Dkt.127) are DENIED as moot.

IT IS FURTHER ORDERED that Plaintiff's Motion to Unseal Order (Dkt.130) is DENIED as legally frivolous.

The Court having denied Plaintiff's Motion for

Joinder (Dkt.118), Motion to Add Wachovia Corporation (Dkt.120), and Motion for Relief (Dkt.120) and having dismissed all Defendants, IT IS FURTHER ORDERED that the Clerk of the Court enter judgment accordingly.

DATED this 2nd day of July, 2007

Earl H. Carroll
United States District Judge

2:04-cv-2287

[END OF DISTRICT COURT DOCKET #143]

Case 2:04-cv-02287-EHC Document 83 Filed 04/28/06

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Arlene D. Rowland, Plaintiff, vs. Prudential Financial, Inc.; Wachovia Corporation, Defendants.	No CIV 04-2287 PHX-EHC **ORDER**

On June 2, 2005, the Court stayed the proceedings in this case pending the outcome of the proceedings before the National Association of Securities Dealers ("NASD") arbitration panel. Order (Dkt. 52). The Court ordered Plaintiff to advise the Court when the NASD arbitration concluded and to file status reports every three months until this stay is lifted. Order, p. 4 (Dkt. 52). On April 24, 2006, the parties advised the Court that on April 21, 2006, the NASD issued a final Award in Arlene D. Rowland v. Prudential Securities, Inc., Case No. 03-01179. The stay in this case will be lifted.

Pending Motions

Pending before the Court are Defendant Wachovia Corporation's Motion to Dismiss for Lack of Personal Jurisdiction (Dkts. 21, 50), Plaintiff's Motion for Leave to File Second Amended Complaint (Dkt. 42), Defendants' "Motion To Extend Time to (1) Respond to Plaintiff's Motion For Leave to File Second Amended Complaint and (2) Case 2:04-cv-02287-EHC Document 83 Filed 04/28/06 Answer or Otherwise

Respond to Plaintiff's First Amended Complaint" (Dkt. 49), Defendant Prudential's Motion to Dismiss (Dkt. 24), Plaintiff's Motion for Default Judgment (Dkt. 77) and Plaintiff's Motion to Correct Docket Entry 76 (Dkt. 79). The Court addresses each motion in turn.

Defendant Wachovia's Motion to Dismiss

Defendant Wachovia Corporation has filed a Motion to Dismiss based on a lack of personal jurisdiction. (Dkts. 21, 50). Defendant Wachovia Corp. argues that Plaintiff has essentially named the wrong party. Wachovia Corp. claims that it is not subject to personal jurisdiction in Arizona because it has neither engaged in the systematic and continuous contacts warranting general jurisdiction, nor did Wachovia Corp. have any contacts in Arizona warranting specific jurisdiction. Motion, p. 2 (Dkt. 21). Wachovia Corp. argues, "Plaintiff's assertion that Wachovia Corporation has offices, conducts business, and is found in the District of Arizona is patently untrue." Id. "Wachovia Corporation, which is the named defendant, is neither incorporated nor headquartered in Arizona." Id. Wachovia Corp. claims that Plaintiff is an employee of Wachovia Securities Financial Holdings, LLC and Wachovia Corp. is merely an owner of that company. Plaintiff filed a Response, arguing that Wachovia Securities Financial Holdings, LLC is a "business unit" of Wachovia Corporation and "Plaintiff continues to received [sic] income from business units of Wachovia Corporation related to her status as an employee." Response, p. 4 (Dkt. 53). Plaintiff argues that "Wachovia Corporation has 'control' or 'financial benefit' of its business unit 'Wachovia Securities, LLC' and also incurs 'vicarious infringement.'" Id.

Standard

Where the defendant is the moving party, the plaintiff bears the burden of showing personal jurisdiction is proper. *Dole Food Company, Inc. v. Watts*, 303 F.3d 1104, 1108 (9th Cir. 2003). Where the motion is decided without an evidentiary hearing, the court asks only whether the "pleadings and affidavits make a prima facie showing of personal jurisdiction," with any conflicts between the parties resolved in the plaintiff's favor. Id.

If, as here, there is no applicable federal statute, the court applies the personal jurisdiction statute of the state in which it sits. *See Panavision Int'l, L.P. v. Toeppen*, 141 F.3d 1316, 1320 (9th Cir. 1998). Under Arizona law, a court may exercise personal jurisdiction over parties to the extent permitted by the United States Constitution. Ariz. R. Civ. P. 4.2(a). The Constitution allows a court to exercise jurisdiction over nonresident parties who have minimum contacts with the forum state such that suit in the forum state does not offend "traditional notions of fair play and substantial justice." *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 801 (9th Cir. 2004).

There are two types of personal jurisdiction: specific and general. Specific jurisdiction is proper if a non-resident defendant has (1) purposefully taken action in the forum state and received the benefits of the forum state's laws; (2) the claim arises out of that action; and (3) exercising jurisdiction is reasonable. *Core-Vent Corp. v. Nobel Industries AB*, 11 F.3d 1482, 1484 (9th Cir. 1993). General jurisdiction exists when a non-resident has substantial, continuous and

systematic contacts with the forum state. *Perkins v. Benguet Consolidated Mining Co.*, 342 U.S. 437, 446 (1952). As a threshold issue, both specific and general jurisdiction require plaintiff to prove the non-resident had minimum contacts with the forum state.

Discussion

Plaintiff alleges that Wachovia Corporation, indirectly through subsidiaries, owns . . . 62% [of Wachovia Securities Financial Holdings, LLC]." Response, p. 7 (Dkt. 38). Plaintiff claims that this ownership interest justifies the exercise of personal jurisdiction over Defendant Wachovia Corporation. When testing personal jurisdiction, the actions of a subsidiary are not automatically attributed to the parent. *Doe v. Unocal Corp.*, 248 F.3d 915, 925 (9th Cir. 2001). Those actions are only attributable to the parent if the parent company treats the subsidiary company as its alter ego or the subsidiary acts as its agent. *Harris Rutsky & Co. Ins. Servs. v. Bell & Clements Ltd.*, 328 F.3d 1122, 1134 (9th Cir. 2003). The alter ego exception requires plaintiff to show "that there is such unity of interest and ownership that the separate personalities of the two entities no longer exist." *American Telephone & Telegraph Co. v. Compagnie Bruxelles Lambert*, 94 F.3d 586, 591 (9th Cir. 1996) (citations omitted). The Ninth Circuit found this requirement was not met even though the parent reviewed and ultimately approved the subsidiary's major decisions, placed its directors on the subsidiary's board, and was otherwise an active parent company. *Kramer Motors, Inc. v. British Leyland, Ltd.*, 628 F.2d 1175, 1177 (9th Cir. 1980). Thus, the alter ego exception requires a high degree of unity between the

parent and subsidiary.

Wachovia Corporation's ownership interest in Wachovia Securities Financial Holdings, LLC does not, without more, permit the exercise of personal jurisdiction over Defendant Wachovia Corporation. Plaintiff has not alleged any conduct attributable to Wachovia Corporation justifying the exercise of personal jurisdiction in this case. The Court will grant Defendant Wachovia Corporation's Motion to Dismiss. (Dkts. 21, 50).

Plaintiff's Motion for Leave to File Second Amended Complaint

Subsequent to Defendant Wachovia Corporation's Motion to Dismiss, Plaintiff filed a Motion for Leave to File Second Amended Complaint. (Dkt. 42). The Second Amended Complaint seeks to add new parties [FN 1] and a new claim titled "Claim For Relief for Breach of the Duty of Good Faith and Fair Dealing, Fraud." Motion, p. 5 (Dkt. 42).

Leave to amend "shall be freely given when justice so requires," Fed. R. Civ. P. 15(a), "and this policy is to be applied with extreme liberality." *Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir. 1990). This relaxed standard applies with particular force to pro se litigants. *Pangburn v. Culbertson*, 200 F.3d 65, 70 (2d Cir. 1999). Defendants have not had an opportunity to respond to the motion. The Court will

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FN 1 Notably, the Second Amended Complaint adds Wachovia Securities Financial Holdings, LLC as a Defendant.

consider the motion once Defendants have had the opportunity to respond.

Defendants' Motion To Extend Time to File Answer

When Plaintiff filed her Motion For Leave to File Second Amended Complaint, both Defendants filed a Motion To Extend Time to (1) Respond to Plaintiff's Motion For Leave to File Second Amended Complaint and (2) Answer or Otherwise Respond to Plaintiff's First Amended Complaint (Dkt. 49). The Court will grant Defendants' Motion. Defendants shall have ten days from the date of this order to respond to Plaintiff's Motion For Leave to File Second Amended Complaint.

Defendant Prudential's Motion to Dismiss Or Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration

Remaining as a pending motion is Defendant Prudential's Motion to Dismiss Or Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration. (Dkt. 24). The Court granted the Motion, in part, when it stayed proceedings pending the outcome of the arbitration. The Motion also argues that certain claims should be dismissed because they fail to state a claim upon which relief can be granted or are otherwise inapplicable to the facts of this case. Because there has not been a ruling on Plaintiff's Motion For Leave to File Second Amended Complaint, Defendant's Motion will be denied without prejudice to re-urging pending the ruling on Plaintiff's Motion to Amend.

Plaintiff's Motion for Default Judgment

On April 7, 2006, Plaintiff filed an Application for Default Judgment. (Dkt. 75.) The Clerk of Court did not enter default against Defendants. (Dkt. 76.) On April 20, 2006, Plaintiff filed a Motion for Default Judgment. (Dkt. 77.) Entry of default is a prerequisite for the entry of judgment upon that default. *See Johnson v. Dayton Elec. Mfg. Co.*, 140 F.3d 781, 783 (8th Cir. 1998)("When a party 'has failed to plead or otherwise defend' against a pleading listed in Rule 7(a), entry of default under Rule 55(a) must precede grant of a default judgment under Rule 55(b)."). Entry of default has not been entered by the Clerk. Both Defendants have pending Motions to Dismiss. (Dkts. 24, 50.) Because Defendants have not "failed to plead or otherwise defend" against this lawsuit, entry of default is not appropriate. Thus, default judgment is not appropriate. Plaintiff's Motion for Default Judgment will be denied.

Plaintiff's Motion to Correct the Clerk's Docket Entry #76

On April 20, 2006, Plaintiff filed a Motion to Correct the Clerk's Docket Entry #76. (Dkt. 79.) The Motion asks the Clerk to reconsider its decision and "requests that the Court Clerk endorse and issue the 'Entry of Default.'" Motion, p. 2 (Dkt. 79.) As discussed above, entry of default is not appropriate in this case. Plaintiff's Motion will be denied.

Accordingly,

IT IS ORDERED that the stay is lifted in this case.

IT IS FURTHER ORDERED GRANTING Defendant Wachovia Corporation's Motion to Dismiss

based on a lack of personal jurisdiction. (Dkts. 21, 50).

IT IS FURTHER ORDERED GRANTING Defendants' Motion To Extend Time to (1) Respond to Plaintiff's Motion For Leave to File Second Amended Complaint and (2) Answer or Otherwise Respond to Plaintiff's First Amended Complaint (Dkt. 49). Defendants shall have ten days from the date of this order to respond to Plaintiff's Motion For Leave to File Second Amended Complaint.

IT IS FURTHER ORDERED DENYING Defendant Prudential's Motion to Dismiss (Dkt. 24) without prejudice to re-urging pending the ruling on Plaintiff's Motion to Amend.

IT IS FURTHER ORDERED DENYING Plaintiff's Motion for Default Judgment. (Dkt. 77.)

IT IS FURTHER ORDERED DENYING Plaintiff's Motion to Correct the Clerk's Entry, Docket #76. (Dkt. 79.)

IT IS FURTHER ORDERED that any answer will be due ten days after the Court's ruling on Plaintiff's Motion For Leave To File Second Amended Complaint or the ruling on any subsequent motion to dismiss filed by Defendants.

DATED this 27th day of April, 2006.

Earl H. Carroll
United States District Judge

[END OF DISTRICT COURT DOCKET #83]

[EEOC Form 5 (5/01); Dist.Ct. Exhibit 944]

CHARGE OF DISCRIMINATION

AGENCY [ ] FEPA [X] EEOC

CHARGE NUMBER 350A300777

State or local Agency, if any: Arizona Civil Rights Division and EEOC

NAME Ms. Arlene D. Rowland ***
NAMED IS THE EMPLOYER, ***WHO
DISCRIMINATED AGAINST ME ***
NAME Prudential Securities (480) 991-7575

NUMBER OF EMPLOYEES, MEMBERS Cat D (500 +)

STREET ADDRESS CITY, STATE AND ZIP CODE
8777 N. Gainey Center Drive, Suite 100, Scottsdale, AZ 85258

COUNTY 013

***

CAUSE OF DISCRIMINATION BASED ON (*Check appropriate box(es)*)

[] RACE [] COLOR [X] SEX [] RELIGION
[] NATIONAL ORIGIN [X] RETALIATION
[]AGE [] DISABILITY [] OTHER (*Specify*)

DATE DISCRMINATION TOOK PLACE

EARLIEST [blank] *LATEST* 09/01/2002
[X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional space is needed, attach extra sheet(s)):*
Personal Harm: During my tenure with Prudential Securities I have been subjected to different terms and conditions of employment and verbal harassment by Kent Varner and Thomas Zirbel. Specifically Varner and Zirbel gave better and large leads and accounts distribution to the male brokers. As a result there was a negative impact on my income and potentional "assets under management awards." I complained to both Varner and Zirbel that I thought there was preferential treatment towards the male brokers that had a direct impact upon the female brokers. After I complained to them, they avoided me and did not provide any marketing or sales support like thy did prior to my complaints. In addition, I lost some account opportunities and was not considered for a job opening as Branch Assistant Manager.

Statement of Discrimination: I believe I and a group of females have been discriminated against on the basis of our sex, female, and that I have been retaliated against for complaining of a protected activity in violation of Title VII of the Civil Rights Act of 1964, as amended.

I want this charge filed with both the EEOC and the State or Local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully, with them in the processing of my charge in accordance with their procedures.

NOTARY - (When necessary for State and Local

Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Date: 12/27/02. Charging Party /s/ Arlene D. Rowland. SIGNATURE OF COMPLAINANT. SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, day and year) [blank].

[EEOC Form 283; Dist.Ct. Exhibit 944]

CHARGE QUESTIONNAIRE

***

NAME Arlene *** Rowland DATE 12-27-02

***

I believe I was discriminated against by (Check those that apply) [X] EMPLOYER *** APPROX. NO. EMPLOYED BY THIS EMPLOYER over 5,000 NAME Prudential Securities ADDRESS 8777 N. Gainey Center Drive City, State, Zip Scottsdale, AZ 85258 Phone Number 480-991-7575 *** If you checked "Employer" above, are you now employed by the Employer that you believed discriminated against you? YES From 4-***-96 (date) Financial Advisor (current position) *** What action was taken against you that you believe to be discriminatory? What harm, if any, was caused to you or others in your work situation as a result of that action? (if more space is required, use reverse.)

"The Scottsdale Branch Managers Kent Varner & Thomas Zirbel consistently distributed leads and large, lucrative accounts to male brokers which negatively impacted by income and potential 'Assets Under Management Awards.' The female brokers, including myself, did not receive our fair share of assets and leads and marketing budgets; and in some cases did not receive any accounts when some brokers left - yet male trainee brokers even received some accounts. When I complained to each of these branch managers, no change was made to.....[con't].
WHAT WAS THE MOST RECENT DATE THE HARM YOU ALLEGED TOOK PLACE? 9/2002

[EEOC Form 283; Dist.Ct. Exhibit 945]

[con't]: "distribute assets fairly, even though there were corporate policies with clear guidelines, which if followed, would have caused me to receive far more assets & therefore opportunity for more income and referrals. After complaining, each manager avoided me and did not provide any marketing or sales support. Tom Zirbel would toss his newsletter into my in-box and not respond to my greeting of 'good morning' after I complained. One time he slammed by door upon exiting my office and when I confronted him about his unprofessional behavior and observation of 'never treating a male broker' in that manner, he became hostile and called me names.

In July of 2002, I asked our Retirement Securities Dept. to bid on a very large Deferred Compensation (457) Retirement Plan and I encountered discriminatory treatment when Tom Jackson & Augie

Urgola said they wanted me to partner/share the business with a male broker. When I refused, they told me that they did not have to bid on the contract (RFP). When I complained to them & my manager (Tom Zirbel) they said they may not bid competitively. When the bid was submitted, my name was totally left off the proposal. This was a huge retirement plan for Union County, NJ and would have provided at least $50,000 a year income, increasing each year as assets built up.

When an opening for Branch Assistant Manager opened up, I requested consideration and training and was refused by Tom Zirbel. A male was trained (a new hire) and "***" (*page cut off*).

[EEOC Form 283; Dist.Ct. Exhibit 946]

[con't]: "In 2001, Tom Zirbel asked me if I wanted to develop cross-marketing opportunities with our North Scottsdale Office. I responded Yes, and in fact I had great success in doing the same type of marketing while working at the Prudential Office in Princeton, NJ.' Without further discussion, he took Peter (a new hire broker-trainee to our office) and Tim (recently hire from another firm) to the North Scottsdale Prudential Complex and left me out. This was an enormous marketing opportunity for Tim and Peter, yet I was left out even though I had prior experience and success at the Princeton Office, doing the same thing. I feel I was left out because I was female. When I asked Tom Zirbel, our Manager, why he excluded me, he refused to answer.

I was refused a marketing budge, yet males that had comparative or less production received support of marketing initiatives. In December 2001, Kirk Taylor, a male broker with less production than me was able to send holiday newsletters through the office postage meter, yet I was refused postage for holiday cards. When I brought this to the manager's attention, he got angry, called me a Bitch and threw a book of stamps at me.

ETC.

Harm caused: Less compensation, less managed assets, led to unbearable stress ***"

[EEOC Form 283; Dist.Ct. Exhibit 947]

[con't]: **EEOC Intake Questionnaire Attachment**

1. What reason did your employer give you for what happened to you? They didn't give reasons, they got angry and retaliated.

2. Name others who were treated similarly to you?

Name	Sex	Race	National Origin	Job Title
Pina Carino	F	W		Financial Advisor
Ruth Kerper	F	W		Financial Adv.
Rhonda Rommel	F	W		Financial Adv.
Stacy	F	B		Sales Assistant

3. Name others who did the same thing you did, but were treated differently?

Name	Sex	Race	National Origin	Job Title
Kirk Taylor	M	W		Financial Advisor

Numerous males in the office.

4. Do you have witness to the unfair actions described in EEOC Form 283? If so provide their names, addresses and telephone numbers.

Witness Name	Address	Phone Number
Pina Carino	*** Scottsdale, AZ	480-***
Ruth Kerper	*** Phoenix, AZ	602-***
Donna Bearss	*** Surprise, AZ *** witness to 457 Retirement Plan discrimination	

Signature: I declare under penalty of perjury that the foregoing is true and correct. /s/Arlene Rowland Date 12-27-02

[EEOC Form 161-B 10/96; Dist.Ct. Exhibit 942]

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE
(ISSUED ON REQUEST)

To: Ms. Arlene Rowland *** From: Equal Employment Opportunity Commission 3300 N. Central Ave. #690 Phoenix, AZ 85012-1848 ***
Charge Number 350-A3-00777 ***

NOTICE TO THE PERSON AGGRIEVED: Title VII of the Civil Rights Act of 1964 ***: This is you Notice of Right to Sue, issued under Title VII *** based on the above-numbered charge. *** must be filed in federal or state court WITHIN 90 DAYS from your receipt of this Notice. ***(The time for filing suit based on a state claim may be different.) *** [X] Less

than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of the charge. [X] The EEOC is terminating its processing of this charge.***

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violation) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.
***
On behalf of the Commission Susan L. Grace JAN 08 2003 (date mailed) for Charles D. Burtner, District Director. cc: Prudential Securities

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[EEOC Form 5 (5/01); Dist.Ct. Exhibit 954]

CHARGE OF DISCRIMINATION

AGENCY [ ] FEPA [X] EEOC

CHARGE NUMBER 350-2004-04353

State or local Agency, if any: Arizona Civil Rights Division and EEOC

NAME Ms. Arlene D. Rowland ***
Named is the Employer, Labor Organization,

Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

NAME **Prudential Equity Group, LLC (PEG)**
NUMBER OF EMPLOYEES, MEMBERS 500 or More
Phone No. *** (480) 991-7575
STREET ADDRESS CITY, STATE AND ZIP CODE
One New York Plaza, New York, NY 10292

NAME **Prudential Insurance Co. America, Disability Management Services** ***
P.O. Box, 13480, Philadelphia, PA 19101 ***

NAME **Prudential Insurance Company (Group Insurance Programs)** *** 751 Broad Street, 18 Plaza, Newark, NJ 07102-3777 [same Charge - Dist.Ct. Exh.955] ***

NAME **Wachovia Corporation** *** 301 South Tryon Street, Charlotte, NC 28288 [same Charge-Dist.Ct. Exh. 955] ***

NAME **Wachovia Securities, LLC** *** 901 East Byrd Street, Richmond, VA 23219 [same Charge - Dist.Ct. Exh. 956]***

DISCRIMINATION BASED ON (*Check appropriate box(es).*)

[] RACE [] COLOR [X] SEX [] RELIGION
[] NATIONAL ORIGIN [X] RETALIATION [X] AGE [X] DISABILITY [] OTHER (*Specify*)

DATE(S) DISCRMINATION TOOK PLACE

Earliest [blank] Latest 07/06/2004
[X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional space is needed, attach extra sheet(s)):*
See attached (9 pages)

I believe I have been discriminated against and retaliated against because of my sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended, because of my age in violation of the Age Discrimination in Employment Act of 1967, as amended, and because of my disability, in violation of the Americans with Disabilities Act of 1990 as amended.

I want this charge filed with both the EEOC and the State or Local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - *When necessary for State and Local Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.
Date: Jul 06, 2004. Charging Party /s/ Arlene D.

Rowland. SIGNATURE OF COMPLAINANT. SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, day and year) [blank].

[EEOC Local Use Form 283; Dist.Ct. Exhibits 957-963]

INTAKE QUESTIONNAIRE (rev. 7/2003)

***

NAME Arlene *** Rowland ***

I believe I was discriminated against because of :

[ ]Race ? [ ] Color [] Religion [] National Origin [X] Age

[X] Disability [X] Sex []Pregnancy [X] Retaliation for Filing EEOC Complaint 12-27-02 & not settling on 3-25-04 Mediation [X] Other Invasion of Privacy

***

Name others who were treated like you:

Discrimination / Harassment / Retaliation ***

NAME	JOB TITLE	RACE	*** SEX	AGE
Pina Carino	Financial Advisor		F	35
Ruth Kerper	Financial Advisor		F	87
Rhonda Rommel	Financial Advisor		F	?
Tonya Garcia	Receptionist	H	F	?
Stacy S.	Sales Assistant	B	F	?
Brett Sizemore	Financial Advisor		M	?

***

Who are your witnesses? ***

1. Pina Carino Financial Advisor *** What will #1 tell us?

Also encountered abuse after filing EEOC Claim + pressure to settle, etc.

2. Ruth Kerper Financial Advisor***What will #2 tell

us?
Also encountered abuse after filing EEOC Claim + pressured to settle in mediation and attempt to forcefully remove from office + make retire.
3. D *** Witness to abusive mediation, etc.
Janice Even *** Witness to abusive mediation process, etc.
Brett Sizemore *** Witness to mediation scene.
***
X Signature /s/ Arlene D. Rowland X Today's date 7-1-04
***

12. Have you asked for a reasonable accommodation from your employer (anything to help you perform your job, e.g. modification of equipment, change in job duties, schedule change, etc.)? Yes [X] No

If yes, describe the circumstances, including the following:

a. Approximate date of request(s): 2/04

b. Who did you ask for an accommodation? Prudential Insurance - Disability

c. What accommodation did you ask for? Help with transition to back to work as described in Insurance Contract
***

e. What was the employer's response? Go find a job somewhere else where it is *** since it seems that your problem was that office (discrimination / hostility / harassment)

[EEOC Form 5 - 9 Page Attachment to July 2004 EEOC Complaint; Dist.Ct. Exhibit 965-973]

"2nd EEOC COMPLAINT - JULY 1, 2004

***

RETALIATION, DISCRIMINATION, HARASSMENT
TITLE VII, ADA, ADEA, EPA
Age, Disability, Gender

***

I have experienced extreme retaliation, more discrimination, abuse, harassment, intimidation *** invasion of privacy of medical records, since my attorney filed the claim, and the abuse has recently escalated since I did not settle in the March 25 2004 mediation (or before) as all the other women did. ***

On March 26, 2004, the next day after a failed attempt to mediate my NASD EEO discrimination complaint, Prudential Insurance stopped an appeal of benefits (SEE ATTACHED LETTER B) and required a heightened scrutiny of my medical records, requiring *** the first time and required *** contrary to the statements ***. This was not done prior to the failed mediation. Then just days after *** (for the first time) sent *** to Prudential Insurance, the insurance company shared them with *** Prudential Equity Group *** even though I had updated my medical release form (SEE ATTACHED C) to my employer and also notified them many times in both writing and on the phone (ATTACHED INSURANCE PHONE LOG D). ***

Prudential Equity Group *** my complete medical records *** is just a pretext to hide their devious retaliatory motive as they cause me great pain and

embarrassment by recklessly copying and distributing very private medical records ***to punish me for filing an EEOC complaint ***My attorney told me of the threats in an e-mail, a few days after mediation (ATTACHED E).

On the same day that I arrived home from the failed mediation, there was a cancellation of my employee insurance plans (dental, vision, accident and life insurance for myself, my husband and daughter). *** on my husband's insurance papers it stated I was "terminated" (ATTACHED S 2). *** the bill was not possessed on the usual monthly date (*** ATTACHED S-4), it was also retro active to February 28, 2004. I had no idea I was without insurance coverage those three weeks. ***

Prudential Equity Group and Prudential Insurance are also using information from my medical file to interfere with *** my right to engage in *** arbitration *** since they are copying and attaching medical information to motions that the arbitration panel will be ruling on in the next few days *** acquired by unlawful civil subpoenas (ATTACHED T) that still have objections pending, and a quash motion pending (ATTACHED F). *** My EEO discrimination complaints *** predate all medical treatments *** While I was working in the discriminatory and hostile work environment, I was not under medical treatment for anything at all ***.

They are interfering with my medical treatment, annoying my doctors *** Even after I asked Prudential Equity Group to stop contacting my doctors during an official NASD telephone [arbitration]

conference hearing, one of their attorneys, Ms. Broyles, again called Dr. *** and questioned and annoyed him about the amount of the subpoena bill. (SEE ATTACHED E-MAILS G).

Prudential Equity Group still has not reimbursed me for a $300 doctor subpoena processing bill *** I am still on medical leave without income and Prudential Insurance stopped paying me disability payments six months ago ***it is causing a financial hardship. ***

Prudential Insurance cut off my computer access to *** when I asked on the call-in line for the HIPAA contact address to file a written complaint with Prudential Insurance on May 28th, 2004 (SEE ATTACHED Q), regarding privacy and them sharing my medical records with Prudential Equity Group *** A woman who answered the phone *** told me that I shouldn't even be calling in since I had an attorney, and was suing. I had to explain to her that the attorney was for my EEO discrimination case, and that I didn't have any lawsuits against the insurance company. For some reason, there must be some kind of a special note on my insurance file to alert *** that I have an EEO claim against my past employer [Prudential Securities, Inc.]. ***

This total disregard for privacy of my medical records *** is negatively interfering with me getting proper legal representation *** It has totally turned my case into a huge mess that seems to be all about "medical records" rather than employment law violations and discrimination. ***

Prudential's *** Mediation seemed like a "sham" and

appeared to be no more than a *** with interrogation-like questioning going on for hours about *** I was asked about the details of *** a hysterectomy that I had in June 2003 and *** my symptoms, past medical history, whether other family members *** and even about my husband's medical ***.

I was extremely embarrassed when the mediator started to read aloud some medical information from my records during the mediation, in front of everyone, from paperwork given to her by Prudential Equity Group. ***

During the March 25, 2004 mediation *** the mediator *** made jokes about my panel members being old and incapable of understanding those discrimination statistics and analysis that my experts have reported, that those "old guys" won't have a modern appreciation and understanding of professional women and current discrimination laws, and even went so far as to ask me, "wouldn't I just like to retire and take some sort of retirement package," rather than go back to work. *** I was not interested in retiring *** and another woman broker in my office is 87 years old and still working. ***

When Prudential *** recently produced "discovery" *** I saw paperwork that showed although I have been on medical leave *** my firm (now Wachovia) is continuing to charge me monthly parking garage fees and monthly cable usage fees which has created a large debit in my payroll account, which will be charged against my first payroll check when I return to work. Ruth Kerper received a large payroll debit notice about two weeks before her mediation of February

2004 ***.

As a part of my broker sales work, over many years, I was able to create a recurring annual stream of revenue of about $22,000 *** Prudential *** stopped payments. *** According to NASD regulations, I am entitled to collect income from previous recurring revenue streams that I built with past sales work, as long as my securities licenses remain current. Prudential Securities or Wachovia Securities has not paid me one cent of the recurring revenue ($22,000/yr.) and hasn't even applied any of those parking or cable expenses towards that revenue *** harassment, intimidation and retaliation, since a group of females in the office filed EEOC claims. ***

Prudential *** stopped paying *** to make it too difficult to pay for my legal expenses. *** After the failed mediation in March 2004, my legal bills and costs suddenly escalated *** and I was even threatened in mediation, email, and regular mail that the expenses would be huge if I didn't settle (ATTACHED J).

Although my disability insurance contract with Prudential Insurance provides for back to work assistance *** they won't help with any back to work program *** they just write that I should look for work somewhere else (ATTACHED L) since it seems to them that all my health troubles are because of the hostile environment at the Scottsdale Prudential Securities office ***.
***
March 9, 2004 "discovery" produced by Prudential *** revealed age discrimination and the bypassing of an accounting system (HARP) to minimize the actual

appearance of discrimination in the data that headquarters monitors. *** The data confirms that there was a pattern of age discrimination when the accounts and assets were distributed by the branch manager, and that data distribution pattern now supports the various negative biased comments and jokes that the branch manager made about old people. ***

I did some research on the internet, and I was surprised to find that 353 Prudential Property and Casualty employees had filed discrimination cases in New Jersey and an investigative report by WABC NY Channel 7 Eye Witness News uncovered a scheme involving fraud, collusion, and extortion with the way Prudential forces settlements of employee discrimination cases. I believe that the women in my office and me have experienced some of the same tactics described in these articles (ATTACHED O). ***

"SOX" VIOLATIONS *** Prudential *** has interfered with and delayed the discovery *** which has been ordered to be produced. *** They lie about not having things that I know were in the office when I worked there, and they have been submitting "altered" documents with misleading information, and all of this greatly interferes with my ability to present the evidence necessary for a successful discrimination case. ***

I was told by Prudential's attorney that the Arizona state laws about medical record privacy and proper subpoena delivery, don't apply to me. ***

The new Sarbanes-Oxley Act (SOX) (legal article

attached v) passed in December 2002 provides EEOC with the ability to fine and sanction Prudential and Wachovia Section *** of the SOX Act as follows: ***

During the course of "discovery" many of the documents produced to us women were altered, "sanitized," misleading, "not available," delayed for over a year when the NASD regulation is 30 days, some critical data produced the day before mediation, statistical data printed out on 400 sheets of paper with 10,000 lines with refusal to simply send the spreadsheet data in electronic format, broker data produced with non-existent brokers to skew evidence, accounting system (HARP) for asset distribution bypassed for 80% of assets, lists of brokers in the office that included staff to skew production and asset averages, conflicting broker revenue and income data from report to report produced by Prudential, male broker dates of hire misstated to appear to have more seniority, common documents missing, etc. Prudential *** wont' produce the Affirmative Action Plan since they claim during NASD discovery hearings that they are not an AAP employer, yet advertise they are on the Internet job site and it is also stated in my employee handbook. Documents required to be retained for 3 years according to SEC and NASD regulations are "unavailable and missing." Video tapes of discrimination and harassment taking place are "missing" yet the AV commercial firm that typically tapes those business conferences told me that Prudential maintains an archived library of those and game me the name and phone number of the Prudential employee who arranges to have the conferences taped. ***

[EEOC Form 161 10/96; Dist.Ct. Exhibit 952]

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
DISMISSAL AND NOTICE OF RIGHTS

To: Ms. Arlene Rowland *** From: Equal Employment Opportunity Commission 3300 N. Central Ave. #690 Phoenix, AZ 85012-1848 ***
Charge Number 350-2004-04353 ***

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON: ***

[X] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violation of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge. ***

NOTICE OF SUIT RIGHTS

***

This will be the only notice of dismissal and of your right to sue that we will send your. You may pursue this matter further by bringing suit in federal or state court against the respondent(s) named in the charge. If you decide to sue, you must sue **WITHIN 90 DAYS** from your receipt of this Notice. Otherwise your right to sue based on the above-numbered charge will be lost.

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for: any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.
***
On behalf of the Commission /s/ Susan L. Grace JUL 30 2004 (date mailed) Acting Director. ***

[EEOC Form 5 (5/01); Dist.Ct. Exhibit 977]

CHARGE OF DISCRIMINATION

AGENCY [ ] FEPA [X] EEOC

CHARGE NUMBER 350-2005-00893 [Nov. 30, 2004]

State or local Agency, if any: Arizona Civil Rights Division and EEOC

NAME Ms. Arlene D. Rowland ***
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name **Wachovia Corporation** *** 301 South College Street, Charlotte, NC 28288 ***

Name **Prudential Financial, Inc.** *** 751 Broad Street, 18 Plaza, Newark, NJ 07102 ***

DISCRIMINATION BASED ON (*Check appropriate box(es).*)

[X] RACE [] COLOR [X] SEX [] RELIGION [] NATIONAL ORIGIN [X] RETALIATION [X] AGE [X] DISABILITY [X] OTHER (*Specify*)

DATE(S) DISCRMINATION TOOK PLACE

Earliest [blank] Latest 11-15-2004
[X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional space is needed, attach extra sheet(s)):*

Personal Harm: Ongoing discrimination and encountering prejudice and bias about my disability and applying for disability benefits. Experiencing an extreme retaliatory attack because I file EEOC complaints. Experiencing intimidation, threats, harassment because I am an older woman who became disabled and I participated in an EEO mediation. Firms are interfering with my right to a fair and equitable resolution of my EEOC complaints by *** ignoring my requests for assistance, telling me to look for work elsewhere rather than being of assistance with back-to-work transition.

In addition I believe I was retaliated against in violation of Sarbanes Oxley ("SOX") complaint, DOL complaint, HIPAA complaint and accounting fraud. See attached complaint written by the Charging party ***

Statement of Discrimination: I believe I have been discriminated against in violation of the Americans with Disabilities Act of 1990. I believe I have been discriminated against because of my age in violation of the Age Discrimination in Employment Act of 1967. I believe that I have been discriminated against because of my sex, female, and race, American Indian, in violation of Title VII of the Civil Rights Act of 1964, as amended. I believe I was retaliated against for having filed previous charges of discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended.

I want this charge filed with both the EEOC and the State or Local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - *When necessary for State and Local Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.
Date: Nov. 30, 2004. /s/ Arlene D. Rowland.
Charging Party Signature. SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, day and year) [blank].

[EEOC Form 5 - 2 Pg. Attachment; Dist.Ct. Exh. 978-79]

STAMPED: RECEIVED EEOC PHOENIX DISTRICT OFFICE 2004 NOV 30 PM 3:50

On **September 30, 2004**, I received a letter from Wachovia Corporation advising me of a distribution of shares, that was an award that I earned while employed by Prudential Securities, for achieving and exceeding certain employment goals in past years, of a mutual fund that were to be transferred to my securities investment account at Wachovia Securities. *** The check never arrived and each time I called Wachovia about the check, I was told by different people that my account had been closed and they would reopen my [employee] investment account and then my **$11,900** would be released. It never was. My investment account continued to be closed and re-opened *** until I complained to the SEC. This employment bonus was withheld from me and my investment account was repeatedly opened and closed after I filed an EEOC complaint against Wachovia in **July 2004**. I never had problems with that account in the past and I only use that account to liquidate employment bonuses and awards.

Twice in July 2004 I called Prudential Insurance, a benefit provider in my employer's benefit program (Wachovia Corporation) and my phone calls were not returned *** I also wrote *** never did call me back.

Beginning in July 2004, I complained to Wachovia about privacy violations in my employee benefit insurance plan when I found that Prudential Insurance shared medical information with Prudential Securities *** and all of my complaints have been ignore by

Wachovia. Prudential Insurance shared confidential medical information with Prudential Equity Group because I filed an EEOC complaint and they were trying to dig up information to use against me and embarrass me by disclosing information *** gynecological records.

Prudential Insurance is withholding approximately $45,000 of *** insurance *** **my very private medical information was e-mailed to a random woman.** When I wrote to my employer, Wachovia Securities and Wachovia Corporation about these problems, they do not respond.

I have requested assistance with return to work verbally and in writing, on many occasions, beginning February of 2004 and I have been ignored by both Prudential and Wachovia. *** My requests for assistance and accommodation have been ignored. ***

Both Prudential Securities and Wachovia Securities have withheld income that I have previously earned from selling mutual funds and annuities to my clients which get paid quarterly and are known as "trailers." My securities licenses are current and according to NASD regulations, I qualify to continue to receive that income, yet they have paid my earned trailers to a male broker instead. *** I had earned $22,000 recurring annual revenue from trailers over many years of financial sales work.
***
I have written to the "Ethics Officer" of both Wachovia Corporation and Prudential Financial, Inc. about this retaliatory attack, including the privacy violations, and they have not responded.

*** discrimination and retaliation ongoing.

/s/ Arlene Rowland **11-30-04**
STAMPED: RECEIVED EEOC PHOENIX
DISTRICT OFFICE **2004 NOV 30** PM 3:50

[EEOC Form 161 3/98; Dist.Ct. Exhibit 952]

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
DISMISSAL AND NOTICE OF RIGHTS

To: Arlene D. Rowland *** From: EEOC, Phoenix District Office 3300 N. Central Ave. Ste 690 Phoenix, AZ 85012 ***
Charge Number 350-2005-00893 JB ***

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON: ***

[X] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violation of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge. ***

NOTICE OF SUIT RIGHTS

***

This will be the only notice of dismissal and of your right to sue that we will send you. You may file lawsuit against the respondent(s) under federal law

based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this Notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.
***
On behalf of the Commission /s/ Susan L. Grace **JAN 7 2005** (date mailed) Acting Director. ***

[EEOC Form 5 (5/01); Dist.Ct. Exhibit ___]

CHARGE OF DISCRIMINATION

AGENCY [ ] FEPA [X] EEOC **[May 10, 2005]**

CHARGE NUMBER 350-2005-03211

State or local Agency, if any: Arizona Civil Rights Division and EEOC

NAME Ms. Arlene D. Rowland ***
NAMED IS THE EMPLOYER, ***WHO DISCRIMINATED AGAINST ME ***
Name **Wachovia Securities** (800) 325-5152

NUMBER OF EMPLOYEES, MEMBERS 500 or

More

STREET ADDRESS CITY, STATE AND ZIP CODE
8777 N. Gainey Center Drive, Suite 100, Scottsdale, AZ 85258

***

DISCRIMINATION BASED ON (*Check appropriate box(es)*)

[X] RACE [] COLOR [X] SEX [] RELIGION
[] NATIONAL ORIGIN [X] RETALIATION
[X]AGE [X] DISABILITY [X] OTHER (*Specify*)

DATE(S) DISCRMINATION TOOK PLACE

Earliest [blank] Latest **05/02/2005**
[X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional space is needed, attach extra sheet(s)):* **See Attached**

I want this charge filed with both the EEOC and the State or Local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - *When necessary for State and Local Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. ***
I declare under penalty of perjury that the foregoing is true and correct.

Date: **May 10, 2005**. /s/ Arlene Rowland. Charging Party Signature. SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, day and year) [blank].

[EEOC Form 5 - 3 Pg. Attachment to May 10, 2005 Charge; Dist.Ct. Exh. ___]

My employer, Wachovia Securities (f/k/a Prudential Securities) continues to subject me to retaliation and is discriminating against be because I filed EEOC complaints and object to discriminatory practices. Since I participated in a March 25, 2004 unsuccessful mediation of my first EEOC complaint of 12/2002, I have encountered a relentless retaliation campaign.

1. In **February 2005**, Wachovia Corporation H.R. wrote me a 5-page letter *** for the first time since I made notification that my doctor told me to contact the firm for return-to-work assistance (2/27/04). *** A few days later, the Scottsdale Wachovia Securities branch manager, Mr. Jetter, called me and told me that he was having my office equipment packed and inventoried. I made written notice that I didn't want my office equipment packed-up since I was trying to return to work *** my items were delivered to my home against my wishes.

2. Wachovia Corporation Human Resources (the provider of my employee long-term disability insurance) failed to respond to privacy issues ** reported *** (**July 2004**) that the employee insurance provider Prudential Insurance, was violating my

privacy since 5 pages of my medical information from my disability file was e-mailed to a random woman. Also, Prudential Insurance was unlawfully sharing the information in my disability file with my past employer who I filed an EEOC complaint against on 12/2002. In **November 2004**, Prudential Insurance again logged in their DCMS Phone Log that my past employer's attorney called for information regarding my disability insurance file, and without authorization, the insurance company e-mailed 6 pages of information from my employee disability insurance file.

***

4. I called the firms' corporate ethics hot-line in **December 2004** and reported that my employee disability insurance file was being altered and being disclosed unlawfully. A report was taken, I identified myself, and I was told that I would be contacted within 4 weeks. I have not been contacted.

6. On **January 4, 2005**, Prudential Insurance finally made a correction and paid me **$34,320.50** of income that had been withheld for 22 months, because my past employer, Prudential Securities (now known as Wachovia Securities) would not submit my proper wage/earnings information *** to Prudential Insurance *** and Wachovia *** ignored my letters *** requesting help with resolving the miscalculation with an employee benefit provider. On the very next day, **January 5, 2005**, the attorney representing my past employer's defense of my first EEOC complaint (12/2002), wrote and requested ALL of my disability and medical information from the Social Security Disability income program. The HR employee who withheld the proper wage information told me that he

had reviewed my "CASE" before he returned by call about the miscalculation. The only "Case" that I had at that time was my 12/2002 EEOC complaint.

7. Both Wachovia and Prudential have failed to respond to my written requests (some by registered mail, return receipt) for interest and the Arizona labor law penalty for withholding wages past a regular pay date, on the **$34,320.50 January 2005** payment that took 22 months to correct.

***

9. A legal response from my past employer's attorney defending my EEOC claim of 12/2002, incorporated medical information from an official ADA request for accommodation (**February 2005**), violating my privacy and inappropriately using ADA medical information, and applied it to a different issue, not related to the accommodation request. ***

10. Wachovia is purposely delaying my return to work in order to diminish my established client loyalty, while the firm collects revenue from my clients and a male Financial Advisor continues to collect income from revenue that I earned from past sales of financial products that entitle me to a recurring annual stream of revenue.

11. The retaliation and discrimination has included withholding of employee benefits and programs, withholding of information, keeping secret the programs for assistance with return to work, violations of my privacy and subjecting my confidential medical information to security beaches, manually overriding automated processes to cause problems in my

employee accounts, providing deceptive employee related information, etc.

12. *** the mediation/arbitration process of my first EEOC complaint was handled in a fraudulent manner, in violation of laws and the rules and regulations of the NASD.

13. In **April 2005**, Prudential's attorney filed over 500 copies of documents with the federal court, in violation of a "confidentiality Agreement" contract protecting the information and documents pertaining to my first EEOC complaint (12/2002). Prudential sent copies to counsel representing my current employer, Wachovia. The information also contains medical information and documents, some of which Prudential obtained with an invalid subpoena and without a court order or my signed authorization, from Wachovia Corporation's employee benefit plan provider - Prudential Insurance.
***
***
15. In January 2005, my Sales Assistant at Wachovia Securities suddenly passed away. Shortly after, Prudential sent me "discovery" for my first EEOC case that was supposedly copies of my client's investment accounts. The "discovery" included my deceased Sales Assistant's personal investment account and checking account amongst the accounts. She was not ever my client and I did not manage her account. Besides being my Sales Assistant at work, we had become close friends over the years. It was very painful to receive her extensive and detailed account activity, including chares that she had incurred for flowers that she sent to me on "Boss's Day." I believe that this was purposely done to wear me down so that I abandon my

EEO claims.

Arlene D. Rowland Dated May 10, 2005 /s/Arlene Rowland

[EEOC Form 161-B 10/96; Dist.Ct. Exhibit ___]

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Ms. Arlene D. Rowland *** From: Equal Employment Opportunity Commission 3300 N. Central Ave. #690 Phoenix, AZ 85012-1848 *** Charge Number 350-2005-03211 ***

NOTICE TO THE PERSON AGGRIEVED: Title VII of the Civil Rights Act of 1964 and/or the Americans with Disabilities Act (ADA): This is you Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. *** must be filed in federal or state court WITHIN 90 DAYS from your receipt of this Notice. ***(The time for filing suit based on a state claim may be different.)
***

[X] Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of the charge. [X] The EEOC is terminating its processing of this charge.
***

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violation) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

***

On behalf of the Commission /s/ Chester V. Bailey JUN 08 2005 (date mailed) District Director *** cc: Wachovia Securities

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[Form: OMB No. 1215-0131 Expires 11-30-04]

[07/09/2004] Complaint of Discrimination in Employment Under Federal Government Contracts
U.S. Department of Labor

***

We will provide a copy of this complaint to the employer against whom it is filed and, when matters alleged are covered by Title VII and/or the ADA, to the U.S. Equal Employment Opportunity Commission (EEOC).

***

Non-Retaliation: OFCCP regulations, and Title VII and/or the ADA where applicable, require an employer to take all necessary steps to assure that there is not retaliation against any person who files a complaint or assists in its investigation. This includes any intimidation threat, coercion or discrimination. Please notify OFCCP immediately if any alleged attempt at retaliation is made.

Prompt Filing: All complaints must be filed within a specified umber of days following the latest occurrence of the alleged discrimination. Executive Order 11246 - 180 days; rehabilitation and Veterans Acts - 300 days. Exceptions must be approved by the Deputy Assistant Secretary.
***
[X] Ms. *** Arlene D. Rowland ***

Name and address of company you allege discriminated against you
Name Prudential, Wachovia *** One New York Plaza *** New York *** NY *** 10292
***
Mail this form to Dept. of Labor OFCCP Regional Office:
Arizona (Pacific Region) Give date(s) of the latest occurrence(s) of the alleged discriminatory act(s):
03/09/2004 03/25/2004 05/05/2004 07/03/2004

Step 1: Check the box next to the program your are filing under *** Step 2: Under the program, check what you believe to be the basis for the discrimination against your ***
[X] Executive Order 11246, as amended. This Order covers persons alleging discrimination because of race, color, religion, sex or national origin. If this is checked, your complaint will be dual-filed as a charge under Title VII of the Civil Rights Act of 1964. I believe I was (or continue to be) discriminated against because of my: ***
Sex [X] Female [X] Other Age [X] American Indian
***
[X] Section 503 of the Rehabilitation Act of 1973, as amended - This Act covers individuals with a disability,

persons with a history of physical or mental disability, and persons regarded as disabled by the employer. If this is checked, your complaint will be dual-filed as a charge under the Americans with Disabilities Act.

Basis: [X] Disability ***

Step 3: Check those actions which you believe the employer took or failed to take because of your race, color, religion, sex, national origin, disability or veteran status ***
[X] Recall [X] Wages *** [X] Harassment [X] Job Benefits *** [X] Retaliation *** [X] Accommodation to Disability *** [X] Intimidation [X] Other: Privacy, Due Process, SOX
***

1. Do you know any other employees or applicants of your group who were treated in the same way (checked above) you allege you were? [X] Yes ***
***

THE COMPLAINT
***

Complaint is against: **Prudential Equity Group, LLC** (PEG) *** **Prudential Insurance Co. of America Disability Management Services** *** **The Prudential Insurance Co. of America (Group Insurance Programs)** *** **Wachovia Corporation** *** **Wachovia Securities, LLC** ***
Complaint: **SOX Violations**

Threats, harassment, intimidation, retaliation, interfering with legal representation and due process, invasion of privacy by obtaining complete medical record. Including *** while ignoring outstanding objections to subpoenas, fraud uncovered during discovery, collusion in mediation with both employees

and possibly investors, concealing evidence, "sanitized" documents, bypassed accounting system (HARP), collusion and extortion during mediation. Report to follow.

***

SIGNATURE AND VERIFICATION

I declare under penalty of perjury that the information given above is true and correct to the best of my knowledge or belief. (A willful-false statement is punishable by law: 18 U.S.C. 1001.) ~~Hereby authorizes the release of any medical information needed for the investigation.~~

/s/Arlene D. Rowland — 07/09/2004

Signature of Complainant — Date

[Response Letter to 7/9/2004 Dept. of Labor Complaint]

U.S. Department of Labor
Employment Standards Administration
Office of Federal Contract Compliance Programs
71 Stevenson Street, Suite 1700 San Francisco, CA 94105

JUL 13 2004

Arlene Rowland***
Re: Complaint against **Prudential Wachovia**
Dear Ms. Rowlands:
We have received your complaint filed against **Prudential Wachovia** located in Scottsdale, Arizona. You are alleging that your were discriminated against because of your race, gender and disability. Your allegations fall within the provisions of Executive

Order 11246, as amended and Section 503 of the Rehabilitation Act of 1973, as amended.

The Office of Federal Contract Compliance Programs (OFCCP), administers the above Order, however, pursuant to a memorandum of understanding between the U.S. Department of Labor and Equal Employment Opportunity Commission, (EEOC); complaints investigated by one office will not be reinvestigated by the other office. This Memorandum was undertaken to reduce waste by limiting duplication of investigation.

Therefore, as your allegations are being investigated by the EEOC we are closing your complaint.

Sincerely, /s/ ????? K Huaga FOR WOODY GILLILAND Regional Director Pacific Region

STAMPED: RECEIVED BY EEOC NOV 18 2004
EEOC PHX LEGAL

U.S. Department of Labor
Employment Standards Administration
Office of Federal Contract Compliance Programs
Northeast Region 231 Varick Street, Room 750
New York, NY 10014 ***
Reply to the Attention of: II EF
September 14, 2004
***

Re: Arlene Rowland **Prudential Life Insurance Co.**
OFCCP Complaint No. I00120905
Dear Ms. Rowland:
This is to acknowledge receipt of your complaint filed against **Prudential Life Insurance Co.** under the

provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act (ADA).

We wish to inform you that due to a Memorandum of Understanding (MOU) between the *** EEOC and the Office of Federal Contract Compliance Programs (OFCCP), complaints involving allegations of gender discrimination against one person will be processed by the EEOC, while complaints involving gender discrimination against more than one person will be processed by the OFCCP.
***

Someone from the EEOC will contact you about your complaint. The OFCCP regrets that it cannot be of further assistance to you at this time.

Sincerely, /s/ for HAROLD M. BUSCH Acting Regional Director of OFCCP Northeast Region

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U.S. Department of Labor
Occupational Safety and Health Administration
71 Stevenson Street San Francisco, California 94105
Reply to the Attention of:
REGIONAL SUPERVISORY INVESTIGATOR
December 17, 2004
***

RE: Complaint
Dear Ms. Rowland:

I am writing in reference to your written complaint received in the Office on December 17, 2004.
Your complaint references attachments that were not appended in the forward fax from the Directorate of

Enforcement Programs, Washington, D.C. Please advise the Office in writing of the precise date on which your investment account was closed and of the nature and duration of your professional relationship with Wachovia Corporation. In addition, we would appreciate a detailed and chronological accounting of your protected activities (compliance complaints) under the relevant statute and a restatement of your opinion as to why **Wachovia** has taken adverse actions against you.

Please respond to the above address no later that Thursday December 23, 2004. In the alternate you may fax you response to (415) 975-4319 (attention: Lawrence A. Ricci, Regional Supervisory Investigator).

Sincerely, /s/ LAWRENCE A. RICCI
Regional Supervisory Investigator

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Consumer Response Center **July 21, 2004**
*** **Re: FTC Ref. No. 4726887**

Dear Ms. Rowland:

This is in response to your letter dated June, 2004 to the Federal Trade Commission concerning **Prudential Insurance** and **Prudential Securities**.

In your letter, you stated that Prudential Insurance released your entire medical record without your authorization. Your also indicated that Prudential Securities is violating your privacy in an attempt to scare you with the thought that your complete medical

records will be distributed all over the place. Medical records are protected under the Fair Credit Reporting Act. Section 603(D)(i) of the Act outlines that medical information cannot be obtained without the consent of the individual to whom it relates.

The Federal Trade Commission acts in the public interest to stop business practices that violate the laws it enforces. Letters from consumers and businesses are very important to the work of the FTC. They are often the first indication of a problem in the marketplace. However, the FTC does not have congressional authority to intervene in private disputes (Section 621(2)(A) of the FCRA). Rather, its role is to identify those companies who consistently violate consumers' rights and then pursue corrective action that will benefit all consumers.

The information you provided was recorded in our complaint retention system. This computerized system enables us to identify questionable business practices that are generating numerous complaints and may be in violation of the law. Although we cannot assist you individually, we are enclosing a copy of the Fair Credit Reporting Act that further explains your rights as a consumer.

Sincerely yours,
Consumer Response Center

Enclosure: 1. Fair Credit Reporting Act

U.S. District Court
DISTRICT OF ARIZONA (Phoenix Division)
CIVIL DOCKET FOR CASE #: 2:04-cv-02287-EHC

Rowland v. Prudential Financial, et al
Assigned to: Judge Earl H. Carroll

Date Filed: 10/26/2004 Date Terminated: 07/02/2007
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question
Cause: 42:2000e **Job Discrimination (Employment)**
Case in other court: Ninth Circuit, 07-16358

Plaintiff **Arlene D Rowland** PRO SE

Defendants
Prudential Financial, Inc. represented by: Deborah J. Broyles, Kendra M. Forsythe, Linda Stephanie Husar, Patrick M. Ryan, Ellen M. Papadakis.
Wachovia Corporation represented by: Caroline Kathleen Larsen, Leigh Eric Dowell, Sean Keenan McElenney.

Unknown Parties TERMINATED 4/11/2005

Date Filed	#	**ARIZONA DISTRICT COURT Docket Text**
10/26/2004	1	COMPLAINT FILED (MRB) (Entered: 10/26/2004)
03/07/2005	2	MOTION to Extend Deadline (30 days) to Respond to Complaint [1-1] by dft Wachovia Corporation [2-1] (first request) (SAT) (Entered: 03/08/2005)

03/07/ 2005	3	NOTICE OF ATTORNEY APPEARANCE for dft Wachovia Corporation by L Eric Dowell and Caroline K Larsen of Bryan Cave LLP (SAT) (Entered: 03/08/2005)
03/07/ 2005	4	DECLARATION of L Eric Dowell in support of Motion to Extend Deadline (30 days) to Respond to Complaint [1-1] by dft Wachovia Corporation [2-1] by dft Wachovia Corporation (SAT) (Entered: 03/08/2005)
03/08/ 2005	5	Notice of Motion/MOTION to Extend the Time until 4/13/05 to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am [5-1] (first request)(expedited consideration requested) (SAT) (Entered: 03/09/2005)
03/08/ 2005	5	MEMORANDUM of Points and Authorities in Support Therof by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am re Motion to Extend the Time until 4/13/05 to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am [5-1] (SAT) (Entered: 03/09/2005)

03/08/ 2005	6	DECLARATION of Deborah J Broyles in Support of Notice of Motion and Motion to Extend the Time until 4/13/05 to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am [5-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am (SAT) (Entered: 03/09/2005)
03/08/ 2005	7	PROOF OF SERVICE by Federal Express of 1. Notice of Motion/MOTION to Extend the Time until 4/13/05 to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Ami; Memorandum of Points and Authorities in Support Therof; 2. Declaration of Deborah J Broyles in Support Therof; 3. [Proposed] Order Granting Notice of Motion/MOTION to Extend the Time until 4/13/05 to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am; 4. Proof of Service by Federal Express by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am (SAT) (Entered: 03/09/2005)
03/08/ 2005	8	MOTION (Application) of Attorney For Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Patrick M Ryan, atty for dft Prudential Financial [8-1] (SAT) (Entered: 03/09/2005)

03/08/2005	9	MOTION (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Deborah J Broyles, atty for dft Prudential Financial [9-1] (SAT) (Entered: 03/09/2005)
03/09/2005	10	MOTION (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Linda S Husar, atty for dft Prudential Financial [10-1] (SAT) (Entered: 03/10/2005)
03/10/2005	11	ORDER by Judge Earl H. Carroll upon Motion to Extend Deadline (30 days) to Respond to Complaint [1-1] by dft Wachovia Corporation [2-1], IT IS HEREBY ORDERED that Defendant Wachovia Corporation and non-parties Wachovia Securities LLC and Wachovia Securities Inc have until 4/13/05 to respond to Plaintiff's Complaint (cc: all counsel) (SAT) (Entered: 03/10/2005)
03/10/2005	12	ORDER FOR ADMISSION OF ATTORNEY PRO HAC VICE by Judge Earl H. Carroll that the Motion (Application) of Attorney For Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Patrick M Ryan, for dft Prudential Financial [8-1] is granted (cc: all counsel) (SAT) (Entered: 03/10/2005)

03/10/2005	13	ORDER FOR ADMISSION OF ATTORNEY PRO HAC VICE by Judge Earl H. Carroll that the Motion (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Deborah J Broyles, atty for dft Prudential Financial [9-1] is granted (cc: all counsel) (SAT) (Entered: 03/10/2005)
03/10/2005	14	ORDER by Judge Earl H. Carroll that the Motion to Extend the Time to Answer or Otherwise Respond to Plaintiff's Complaint [1-1] by dft Prudential Financial, non-party Prudential Equity, non-party Prudential Ins Co Am [5-1]; FURTHER ORDERED that Defendant Prudential Financial Inc and Non-Parties Prudential Equity Group LLC and The Prudential Insurance Company of America have until 4/13/05 to answer or otherwise respond to Plaintiff's Complaint (cc: all counsel) (SAT) (Entered: 03/10/2005)
03/10/2005		Pro Hac Vice $100 Fee Paid as to Patrick M Ryan (BAS) Modified on 04/01/2005 (Entered: 03/10/2005)
03/10/2005		Pro Hac Vice $100 Fee Paid as to Deborah J Broyles (BAS) Modified on 04/01/2005 (Entered: 03/10/2005)
03/10/2005		Pro Hac Vice $100 Fee Paid as to Linda Stephanie Husar (BAS) Modified on 04/01/2005 (Entered: 03/10/2005)
03/10/2005	15	CORPORATE DISCLOSURE STATEMENT by dft Wachovia Corporation (SAT) (Entered: 03/11/2005)

03/10/ 2005	16	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon C Gonzales for dft Prudential Financial on 2/22/05 (SAT) (Entered: 03/11/2005)
03/10/ 2005	16	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon (name illegible) for dft Wachovia Corporation on 2/22/05 (SAT) (Entered: 03/11/2005)
03/10/ 2005	16	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon R William for Wachovia Securities on 2/25/05 (SAT) (Entered: 03/11/2005)
03/10/ 2005	16	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon (name illegible) for Wachovia Legal Division on 2/22/05 (SAT) (Entered: 03/11/2005)
03/10/ 2005	16	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon Tom Sobin for Prudential Equity Group on 2/25/05 (SAT) (Entered: 03/11/2005)

03/10/2005	17	RESPONSE (Opposition) by pla to Prudential's Counsels' Motions Pending for Admission to Practice Pro Hac Vice in this Action re Motion (Application) of Attorney For Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Patrick M Ryan, atty for dft Prudential Financial [8-1], Motion (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Deborah J Broyles, atty for dft Prudential Financial [9-1], Motion (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Linda S Husar, atty for dft Prudential Financial [10-1] (SAT) (Entered: 03/11/2005)
03/11/2005	18	ORDER FOR ADMISSION OF ATTORNEY PRO HAC VICE by Judge Earl H. Carroll that the Motion (Application) of Attorney for Admission to Practice Pro Hac Vice Pursuant to LRCiv 83.1(b)(3) as to Linda S Husar, atty for dft Prudential Financial [10-1] (cc: all counsel) (SAT) (Entered: 03/11/2005)
03/14/2005	19	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE of summons/complaint upon C Gonzales for dft Prudential Financial on 2/22/05 (SAT) (Entered: 03/15/2005)
03/14/2005	19	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon (name illegible) for dft Wachovia Corporation on 2/22/05 (SAT) (Entered: 03/15/2005)

03/14/2005	19	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon (name illegible) for dft Wachovia Corporation on 2/22/05 (SAT) (Entered: 03/15/2005)
03/14/2005	19	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon Tom Sobin for Prudential Equity Group on 2/25/05 (SAT) (Entered: 03/15/2005)
03/14/2005	19	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE summons/complaint upon R William for Wachovia Securities on 2/25/05 (SAT) (Entered: 03/15/2005)
04/11/2005	20	FIRST AMENDED COMPLAINT by pla,, Jury Trial Demanded [1-1] terminating dft Unknown Parties; (SAT) (Entered: 04/12/2005)
04/13/2005	21	MOTION to Dismiss for Lack of Personal Jurisdiction by dft Wachovia Corporation [21-1] (SAT) (Entered: 04/14/2005)
04/13/2005	23	CORPORATE DISCLOSURE STATEMENT by dft Prudential Financial and non-parties' Prudential Equity Group LLc and the Prudential Insurance Company of America (SAT) (Entered: 04/14/2005)

04/13/ 2005	22	SEALED Request for Judicial Notice in Support of Defendant Prudential Financial Inc's and Non-Parties Prudential Equity Group LLC and Prudential Insurance Company of America's Motion to Dismiss or in the Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration Fed.R.Proc.12(b)(1), (4) & (6) by dft Prudential Financial Financial [24-1] (KMG) (Entered: 06/08/2005)
04/14/ 2005	24	MOTION to dismiss by dft Prudential Financial [24-1] , or in the alternative, to stay the proceedings pending ongoing arbitration by dft Prudential Financial [24-2] (SRB) (Entered: 04/15/2005)
04/14/ 2005	25	DECLARATION of Deborah J Broyles in Support of Motion to Dismiss by dft Prudential Financial [24-1], or, Alternative Motion to stay the proceedings pending ongoing arbitration by dft Prudential Financial [24-2] by dft Prudential Financial and Non-Parties Prudential Equity Group LLC and Prudential Insurance Company of America (SAT) (Entered: 04/15/2005)

04/15/ 2005	26	ERRATA by dft Prudential Financial to Notice of Motion and Motion to dismiss by dft Prudential Financial [24-1], or, alternative, Motion to stay the proceedings pending ongoing arbitration by dft Prudential Financial [24-2] (original signed Defendant Prudential Financial Inc's and Non-Parties Prudential Equity Group LLC and Prudential Insurance Company of America's Notice of Motion and Motion to Dismiss or Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration to replace the copy on file with the Court) (SAT) (Entered: 04/15/2005)
04/15/ 2005	27	ERRATA by dft Prudential Financial to Declaration of Deborah J Broyles [25-1] in Support of Motion to dismiss by dft Prudential Financial [24-1] or, alternative, Motion to stay the proceedings pending ongoing arbitration by dft Prudential Financial [24-2] (original signed Declaration of Deborah J Broyles to replace the copy filed with the Court) (SAT) (Entered: 04/15/2005)
04/15/ 2005	29	ERRATA by dft Prudential Financial to Corporate Disclosure Statements [23-1] (original signed Corporate Disclosure Statement to replace the copy on file with the Court) (SAT) (Entered: 04/15/2005)

04/15/ 2005	30	PROOF OF SERVICE by Mail by dft Prudential Financial that on 4/13/05 Defendant Prudential Financial Inc's and Non-Parties Prudential Equity Group LLC and Prudential Insurance Company of America's Notice/Motion to Dismiss or Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration, Declaration of Deborah Broyles in Support of, Request for Judicial Notice in Support of, Corporate Disclosure Statement and Proof of Service by Mail was sent to Arlene D Rowland and counsel for defendants (SAT) (Entered: 04/15/2005)
04/15/ 2005	31	PROOF OF SERVICE By Mail by dft Prudential Financial that on 4/14/05 Defendant Prudential Financial Inc's and Non-Parties Prudential Equity Group LLC and Prudential Insurance Company of America's Errata to Notice/Motion to Dismiss or Alternative Motion to Stay the Proceedings Pending Ongoing Arbitration, Errata to Declaration of Deborah Broyles in Support of, Errata to Request for Judicial Notice in Support of, Errata to Corporate Disclosure Statement and Proof of Service by Mail was sent to Arlene D Rowland and counsel for defendants (SAT) (Entered: 04/15/2005)
04/15/ 2005	28	SEALED Notice of Errata re sealed document [22-1] by dft Prudential Financial (KMG) (Entered: 06/08/2005)

04/19/2005	32	MOTION to remove Prudential's "Judicial Notice in support of dft's motion to dismiss" by pla Arlene D Rowland [32-1] , or in the alternative TO SEAL docket #22 by pla Arlene D Rowland [32-2] (SRB) (Entered: 04/20/2005)
04/21/2005	33	PROOF OF SERVICE by pla Arlene D Rowland of Motion for Judicial Notice 22 upon Dfts (LSP) Modified on 04/22/2005 (Entered: 04/22/2005)
04/25/2005	34	STIPULATION to extend time to answer complaint (amended) [20-1] to and including 6/10/05 by pla Arlene D Rowland, dft Prudential Financial, dft Wachovia Corporation [34-1] (SRB) (Entered: 04/26/2005)
04/25/2005	35	ATTORNEY APPEARANCE for pla Arlene D Rowland by Patricia Ann Kirtley (KCS) (Entered: 04/26/2005)
04/27/2005	36	ORDER by Judge Earl H. Carroll granting stipulation to extend time to answer complaint (amended) [20-1] to and including 05/31/05 by pla Arlene D Rowland, dft Prudential Financial, dft Wachovia Corporation [34-1] (cc: all counsel) (KCS) (Entered: 04/27/2005)
05/03/2005	37	SEALED EX PARTE Motion of Pla for withdrawl of counsel w/good cause and entry of appearance of Pla as Pro Se by pla Arlene D Rowland [37-1] (MAP) (Entered: 05/04/2005)

05/03/2005	38	RESPONSIVE MEMORANDUM IN OPPOSITION by pla to Motion to Dismiss for Lack of Personal Jurisdiction by dft Wachovia Corporation [21-1] (SAT) (Entered: 05/05/2005)
05/03/2005		LODGED Exhibits A-P (Exhibits A, C, D, M, N have motion to seal pending) to Responsive Memorandum in Opposition to Wachovia Corporation's Motion to Dismiss for Lack of Personal Jurisdiction Rule 12(b)(2) by pla (placed on left side of file 6/16/05) (SAT) Modified on 06/16/2005 (Entered: 05/09/2005)
05/04/2005	39	ERRATA by dft Wachovia Corporation to stipulation to extend time to answer Pla's first amended complaint (LSP) (Entered: 05/05/2005)
05/06/2005	40	SECOND AMENDED COMPLAINT by pla;; jury demand [20-1], [1-1] ; (pla is advised need motion for leave to file 2nd amended complaint, no parties added at this time to action) (DMT) (Entered: 05/09/2005)
05/06/2005	41	MOTION TO SEAL Confidential Exhibits "A", "C", "D", "M", "N" attached to Plaintiff's Responsive Memorandum in Opposition to Wachovia Corporation's Motion to Dismiss for Lack of Personal Jurisdiction by pla [41-1] (Plaintiff's Responsive Memorandum in Opposition to Wachovia Corporation's Motion to Dismiss for Lack of Personal Jurisdiction lodged and held at docket clerk's desk) (SAT) (Entered: 05/09/2005)

05/10/2005	42	MOTION for removal of erroneous 1st amended complaint from the record to be replaced with pla's 2nd amended complaint by pla Arlene D Rowland [42-1] , or, in the alternative, to amend complaint (amended) [40-1] by pla Arlene D Rowland [42-2] (KCS) (Entered: 05/11/2005)
05/11/2005	43	MOTION of Trisha Kirtley to withdraw as counsel of record with consent by pla [43-1] (Arlene Rowland, 16429 N 106th Way, Scottsdale, AZ 85255, 480-563-1552) (LCF) (Entered: 05/12/2005)
05/18/2005	44	JOINT MOTION for Rule 16 Status conference by dft Prudential Financial, dft Wachovia Corporation [44-1] (LSP) (Entered: 05/19/2005)
05/18/2005	45	RESPONSE by pla to motion to dismiss by dft Prudential Financial [24-1], motion to stay the proceedings pending ongoing arbitration by dft Prudential Financial [24-2] (DMT) (Entered: 05/19/2005)
05/25/2005	46	EXHIBITS A-O Re: response to motion to dismiss [45-1] by pla Arlene D Rowland (LSP) (Entered: 05/26/2005)
05/25/2005	47	EXHIBITS P-Z Re: response to motion to dismiss [45-1] by pla Arlene D Rowland (LSP) (Entered: 05/26/2005)

05/27/ 2005	49	NOTICE AND MOTION to Extend Time to Respond to pla's Motion for Leave to File a Second Amended Complaint by dfts Prudential Financial, and Wachovia Corporation [49-1] , to Extend time to Answer or Otherwise Respond to Pla's First Amended Complaint [20-1] by dfts Prudential Financial, and Wachovia Corporation [49-2] (KMG) (Entered: 06/02/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE Certified Mail upon dft Prudential Financial on 5/10/05 (KMG) (Entered: 06/03/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE Certified Mail upon dft Wachovia Corporation (Financial Advisors, LLC) on 5/9/05(KMG) Modified on 06/03/2005 (Entered: 06/03/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE upon Corporation Service Company by Certified Mail on 5/11/05 (KMG) (Entered: 06/03/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE by Certified Mail upon dft Wachovia Corporation (Financial Holdings) on 5/9/05 (KMG) (Entered: 06/03/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE by Certified Mail upon dft Wachovia Corporation (Wachovia Securities, LLC) on 5/13/05 (KMG) (Entered: 06/03/2005)

05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE by Certified Mail upon dft Wachovia Corporation (Wachovia Securities Financial Network LLC) on 5/10/05 (KMG) (Entered: 06/03/2005)
05/27/ 2005	51	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE by Certified Mail upon Deborah J. Broyles and Patrick Ryan for Thelen Reid & Priest LLP on 5/13/05 (KMG) (Entered: 06/03/2005)
05/31/ 2005	48	RESPONSE by pla to motion for Rule 16 Status conference by dft Prudential Financial, dft Wachovia Corporation [44-1] (CMM) (Entered: 06/02/2005)
05/31/ 2005	50	MOTION to dismiss for lack of jurisdiction 1st amended complaint [20-1] by dft Wachovia Corporation [50-1] (DMT) (Entered: 06/02/2005)

06/03/2005	52	ORDER by Judge Earl H. Carroll granting dft Prudential Financial's Motion to stay the proceedings pending ongoing arbitration [24-2]. This case is stayed as to all counts until pla advises the Court that NASD Case No. 03-1179 has concluded. Pla shall file a status report every three months until this stay is lifted. stay deadline set for 10/3/05 case stayed as to these proceedings. FURTHER ORDERED granting dft Prudential's Request for Judicial Notice [doc.#22] and pla's "Motion to Immediately Place Under Seal Docket Twenty-Two [doc.#32-2] The Clerk shall file dft's Request for Judicial Notice (doc.#22) under seal. FURTHER ORDERED granting motion of attorney Trisha Kirtley to withdraw as counsel of record with consent by pla [43-1] (Withdrawing attorney Patricia Ann Kirtley for Arlene D Rowland) and Pla's Motion for withdrawl of counsel w/good cause and entry of appearance of Pla as Pro Se [37-1]. FURTHER ORDERED denying Pla's motion to remove Prudential's "Judicial Notice in support of dft's motion to dismiss" [32-1]. (cc: all counsel) (KMG) (Entered: 06/03/2005)
06/09/2005	53	RESPONSE by pla Arlene D Rowland to motion to dismiss for lack of jurisdiction 1st amended complaint [20-1] by dft Wachovia Corporation [50-1] (MAP) (Entered: 06/10/2005)

06/14/2005	54	MOTION for reconsideration of order #52 granting dft's motion to stay the proceedings and request for expedited scheduling by pla Arlene D Rowland [54-1] (KCS) (Entered: 06/15/2005)
06/14/2005	55	RETURN OF SERVICE EXECUTED summons/2nd amended complaint upon dft Prudential Financial on 6/7/05, Newark, NJ by certified mail (KCS) (Entered: 06/15/2005)
06/17/2005	56	MOTION for reconsideration of order (dk. 52) granting dft Prudential's request for judicial notice (dk. 22); while deying pla motion to remove Prudential's judicial notice in support of dft motion to dismiss (dk. 32) by pla [56-1] (CMM) (Entered: 06/20/2005)
06/17/2005	57	MOTION to recommence court proceedings by pla [57-1] (CMM) (Entered: 06/20/2005)
06/27/2005	58	RESPONSIVE MEMORANDUM by pla to motion to dismiss by dft Prudential Financial [24-1] (DMT) (Entered: 06/28/2005)
06/27/2005	59	CERTIFICATE of service of responsive memorandum 58-1 on dfts by pla (DMT) (Entered: 06/28/2005)
06/27/2005	60	NOTICE (styled as affidavit) by pla of service of notice on dft as to NASD Case No 03-1179 Dismissal without prejudice (DMT) (Entered: 06/28/2005)
06/28/2005	61	ATTORNEY SUBSTITUTION: terminating L Eric Dowell and substituting attorney Sean Keenan McElenney (LAD) (Entered: 06/29/2005)

07/21/2005	62	STATUS REPORT of proceedings in related NASD Arbitration Case #03-01179 by Prudential Financial and Non-Parties Purdential Equity Group, LLC and Prudential Insurance. (LSP,) (Entered: 07/22/2005)
07/21/2005	63	DECLARATION of of Deborah J. Broyles in support of 62 Status Report of Proceedings in related NASD Arbitration #03-01179 by Defendant Prudential Financial and Non-Parties Prudential Equity Group, LLC and Prudential Insurance. (LSP,) (Entered: 07/22/2005)
07/22/2005	64	SEALED ORDER granting 41 Motion to Seal . Signed by Judge Earl H. Carroll on 7/21/05. (cc: counsel of record) (SBU,) Modified on 7/22/2005 (SBU,). (Entered: 07/22/2005)
07/22/2005	65	Exhibits to Responsive memorandum by Arlene D Rowland re 38 Response to Motion (SBU,) (Entered: 07/22/2005)
07/22/2005	66	Sealed Document: Exhibits A, C, D, M, N filed by Arlene D Rowland. (SBU,) (Entered: 07/22/2005)
08/09/2005	67	Notice of NASD Case Dismissal Without Prejudice by Arlene D Rowland (LAD) (Entered: 08/09/2005)
11/10/2005	68	NOTICE of Change of Address to *** by Arlene D Rowland (TLJ,) (Entered: 11/14/2005)
11/10/2005	69	AFFIDAVIT of service regarding notice by Plaintiff Arlene D Rowland. (TLJ,) (Entered: 11/15/2005)

02/03/2006	70	NOTICE by Arlene D Rowland. (Attachments: # 1 Exhibits 1# 2 Exhibits 2# 3 Exhibits 3)(KCS,) Modified on 3/20/2006 (SBU,). MODIFIED TEXT FROM MOTION TO LIFT STAY TO NOTICE (Entered: 02/06/2006)
02/14/2006	71	STATUS REPORT by Prudential Financial re Arbitration Proceedings (MAP,) (Entered: 02/14/2006)
02/22/2006	72	STATUS REPORT by Arlene D Rowland. (Attachments: # 1 attachments)(KCS) (Entered: 02/24/2006)
03/20/2006	73	NOTICE OF CORRECTION BY THE CLERK re 70 MOTION to Lift Stay filed by Arlene D Rowland,. Description of deficiency: Incorrect document type selected. Follow up by Clerks Office: The deficiency indicated above has been addressed by the Clerk. Court use only: KCS. (SBU) (Entered: 03/20/2006)
03/29/2006	74	ORDER Setting a Status Hearing on 4/24/06 at 9:15am FURTHER ORDERED denying 57 Motionto Recommence Court Proceedings. The stay will remain in effect pending further order of the Court FURTHER ORDERED denying 44 Motion for Rule 16 Scheduling Conference FURTHER ORDERED denying 54 , 57 Motion for Reconsideration . Signed by Judge Earl H Carroll on 3/28/06. (MAP,) (Entered: 03/29/2006)

04/07/ 2006	75	APPLICATION for Entry of Default by Plaintiff Arlene D Rowland against Prudential Financial, Incorporated and Wachovia Corportation, et al. (LCF) (Entered: 04/11/2006)
04/20/ 2006	76	Remark re: 75 Application for Entry of Default as to Prudential and Wachovia; that entry of default is not appropriate at this time because the case is Stayed, and motions to dismiss are pending at dockets 24 and 50 . (KCS) (Entered: 04/20/2006)
04/20/ 2006	77	MOTION (APPLICATION) for Default Judgment as to Defendants and MOTION for Permanent Injunction by Arlene D Rowland. (MAP,) (Entered: 04/20/2006)
04/20/ 2006	78	Notice of Affidavit of Service of Subpoenas by Arlene D Rowland (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit)(DNH,) (Entered: 04/21/2006)
04/20/ 2006	79	MOTION to Amend/Correct 76 Remark (Public) by Arlene D Rowland. (DNH,) (Entered: 04/21/2006)
04/24/ 2006	80	Minute Entry for proceedings held before Judge Earl H. Carroll : Appearances: Arlene D. Rowland, pro se plaintiff, Caroline Larsen, present, and Deborah Broyles appearing telephonically, for defendants. Status Conference held on 4/24/2006. Discussion held. Order to follow. (This is a TEXT ONLY ENTRY. There is no PDF document associated with this entry.) (Court Reporter Candy Potter.) (BAH) (Entered: 04/24/2006)

04/24/2006	81	Status Notice Re: NASD Case No 03-01179 "Arlene D Rowland v Prudential Securities, Inc." by Arlene D Rowland (Attachments: # 1)(SAT) (Entered: 04/25/2006)
04/25/2006	82	TRANSCRIPT DESIGNATION AND ORDER FORM by Arlene D Rowland for proceedings held on 4/24/06 before Judge Earl H Carroll. (BAS,) (Entered: 04/25/2006)
04/28/2006	83	ORDER that the stay is lifted in this case; denying 24 Prudential's Motion to Dismiss Case, granting 49 Motion for Extension of Time, granting 49 Motion for Extension of Time to Answer, granting 21 , 50 Wachovia's Motion to Dismiss Case for Lack of Jurisdiction, denying 77 Motion for Default Judgment, denying 79 Motion to Amend/Correct. Answer will be due 10 days after Court's ruling on motion for leave to file 2nd amended complaint. . Signed by Judge Earl H Carroll on 4/27/06. (DMT,) (Entered: 04/28/2006)
05/09/2006	84	MOTION for Reconsideration re 83 Order granting dismissal of dft Wachovia Corporation by Arlene D Rowland. (Attachments: # 1 Exhibit A# 2 Exhibit Continued# 3 Exhibit B cont.# 4 Exhibit E# 5 Exhibit G# 6 Exhibit J# 7 Exhibit E (2)# 8 Exhibit M)(KCS) (Entered: 05/10/2006)
05/09/2006	85	Notice of dfts' non-compliance to Court Orders and re-assertion of dfts' default by Arlene D Rowland; re 75 Application for Entry of Default. (KCS) (Entered: 05/10/2006)

05/11/2006	86	Notice re OF NON OPPOSITION TO PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT by Prudential Financial (Broyles, Deborah) (Entered: 05/11/2006)
05/11/2006	87	RESPONSE to Motion re 42 Motion for Miscellaneous ReliefMotion to Amend/CorrectMotion to Amend/Correct *Response to Plaintiff's Motion for Leave to File Second Amended Complaint* filed by Wachovia Corporation. (Larsen, Caroline) (Entered: 05/11/2006)
05/19/2006	88	Notice re OF NON-COMPLIANCE TO COURT ORDER; REASSERTION OF DEFENDANTS' DEFAULT by Prudential Financial *and for Non-Parties PRUDENTIAL EQUITY GROUP, LLP AND PRUDENTIAL INS. CO. OF AMERICA* (Broyles, Deborah) (Entered: 05/19/2006)
05/19/2006	89	TRANSCRIPT of Status Hearing Proceedings held on 4/24/06 before Judge Earl H Carroll. Court Reporter: Candy L Potter. (BAS,) (Entered: 05/22/2006)
05/23/2006	90	TRANSCRIPT DESIGNATION AND ORDER FORM by Prudential Financial for proceedings held on 4/24/2006 before Judge Earl H. Carroll. (Broyles, Deborah) (Entered: 05/23/2006)
05/24/2006	91	Notice of Pending Motion for Leave to Amend Complaint by Arlene D Rowland re 42 Motion for Miscellaneous Relief/ Motion to Amend/Correct (KMG,) (Entered: 05/30/2006)

06/05/2006	92	TRANSCRIPT DESIGNATION AND ORDER FORM by Wachovia Corporation for proceedings held on 4/24/2006 before Judge Earl H. Carroll. (Larsen, Caroline) (Entered: 06/05/2006)
06/20/2006	93	MOTION for Leave to Amend Complaint by Arlene D Rowland. (Attachments: # 1)(SBU,) (Entered: 06/22/2006)
06/20/2006	94	LODGED Proposed re: 93 MOTION to Amend/Correct; Third Amended Complaint submitted on 6/20/06. Document to be filed by Clerk if Motion to Amend is granted. filed by Arlene D Rowland (Attachments: # 1 # 2 # 3)(SBU,) (Entered: 06/22/2006)
07/03/2006	95	First MOTION for Extension of Time To Respond to Plaintiff's Motion for Leave to File a Third Amended Complaint by Prudential Financial. (Broyles, Deborah) Modified on 7/5/2006 PROPOSED ORDER NOT FILED AS AN ATTACHMENT AND INCLUDED SIGNATURE LINE, ATTORNEY NOTICED (PROPOSED ORDER LODGED AT DOCKET ENTRY #96) (REW,). (Entered: 07/03/2006)

07/03/2006	96	NOTICE OF ERRATA: LODGED Proposed Order, re: 95 First MOTION for Extension of Time To Respond to Plaintiff's Motion for Leave to File a Third Amended Complaint; Proposed Order Granting Defendant's Motion to Extend the Time to Respond to Plaintiff's Motion for Leave to File a Third Amended Complaint submitted on July 3, 2006. Document to be filed by Clerk if Motion to Amend is granted. filed by Prudential Financial (Broyles, Deborah) Modified on 7/5/2006 INCORRECT DOCUMENT TYPE SELECTED, DOCKET TEXT MODIFIED TO CORRECT DOCUMENT TYPE (REW,). (Entered: 07/03/2006)
07/05/2006	97	NOTICE TO FILER OF DEFICIENCY re 96 Lodged Proposed Document filed by Prudential Financial, 95 First MOTION for Extension of Time filed by Prudential Financial. Description of deficiency: #95 Proposed Order to be filed as an Attachment to motion and not include signature line; #96 incorrect document type selected. (REW,) (Entered: 07/05/2006)
07/06/2006	98	ORDER granting 95 Motion for Extension of Time. Defendant and Movants are granted an extension of time to respond to Plaintiff's motion for leave to file a third amended complaint until July 31, 2006. Signed by Judge Earl H Carroll on 07/05/06. (KCS) (Entered: 07/06/2006)

07/06/2006	99	RESPONSE to Motion re 93 MOTION to Amend/Correct *Third Amended Complaint* filed by Wachovia Corporation. (Larsen, Caroline) (Entered: 07/06/2006)
07/26/2006	100	Notice by Arlene D Rowland re Waiver of Service of Summons re Third Amended Complaint (SBU,) (Entered: 07/27/2006)
07/27/2006	101	ORDER that Defendant Prudential Financial, Inc., and Nonparties Prudential Equity Group, LLC, Prudential Insurance Company of America, and Thomas Zirbel are granted an extension of time to respond to Plaintiff's motion for leave to file a third amended complaint until August 7, 2006. Signed by Judge Earl H Carroll on 7/27/06. (LCF) Modified on 9/14/2006 (LCF). DOCUMENT TEXT MODIFIED TO CORRECT DOCUMENT LINKAGE. (Entered: 07/27/2006)
08/07/2006	102	Notice re PRUDENTIAL DEFENDANTS' NOTICE OF JOINDER TO WACHOVIA DEFENDANTS' RESPONSE AND RESPONSE TO PLAINTIFF'S MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT by Prudential Financial (Broyles, Deborah) (Entered: 08/07/2006)
09/12/2006	103	NOTICE of Change of Address by Arlene D Rowland to *** (KCS) (Entered: 09/12/2006)

09/14/2006	104	NOTICE OF CORRECTION BY THE CLERK re 101 Order on Motion to Amend/Correct. Description of deficiency: Docket text modified to correct document linkage. Follow up by Clerks Office: The deficiency indicated above has been addressed by the Court. Court use only: LCF. (LCF) (Entered: 09/14/2006)
09/14/2006	105	ORDER - IT IS ORDERED denying Plaintiff's 84 Motion for Reconsideration; FURTHER ORDERED denying without prejudice Plaintiff's 77 Motion for Permanent Injunction; FURTHER ORDERED denying without prejudice Plaintiff's 42 Motion for Leave to file Second Amended Complaint. The Court will rule on Plaintiff's pending 93 Motion for Leave to File Third Amended Complaint by separate order . Signed by Judge Earl H Carroll on 9/14/06. (SAT) (Entered: 09/14/2006)
11/27/2006	106	Notice re Notice of Law Firm Name Change by Prudential Financial (Broyles, Deborah) (Entered: 11/27/2006)
12/07/2006	107	MOTION for Court Action Civil Procedure Compliance re: Substitution of Counsel as to Defendants by Arlene D Rowland. (DNH) (Entered: 12/07/2006)
12/08/2006	108	MOTION for Status of pending motions by Arlene D Rowland. (DNH) (Entered: 12/11/2006)

12/13/2006	110	APPLICATION for Entry of Default by Plaintiff Arlene D Rowland against Prudential Financial, Inc. et al, non-dismissed Wachovia Corporation business entities and Thomas Norman Zirbel. (Attachments: # 1 Exhibit)(DNH) (Entered: 12/18/2006)
12/14/2006	109	ORDER denying without prejudice 93 Plaintiff's Motion to Amend/Correct. Signed by Judge Earl H Carroll on 12/13/06.(TLJ) (Entered: 12/14/2006)
12/18/2006	111	MOTION for Status of Pending Motion by Arlene D Rowland. (DNH) (Entered: 12/20/2006)
12/18/2006	112	CERTIFICATE OF SERVICE by Arlene D Rowland (DNH) (Entered: 12/20/2006)
12/18/2006	113	APPLICATION for Entry of Default by Plaintiff Arlene D Rowland against Prudential Financial, Inc. et al, non-dismsised Wachovia Corporation buisness entities; and Thomas Norman Zirbel. (Attachments: # 1 Exhibit)(DNH) (Entered: 12/20/2006)
12/22/2006	114	RESPONSE re 113 Application for Entry of Default by Defendant Wachovia Corporation. (Larsen, Caroline) (Entered: 12/22/2006)
12/26/2006	115	MOTION for Extension of Time Defendant's Notice of Motion and Motion to Extend the Time to Respond to Plaintiff's First Amended Complaint (First Request) (Expedited Consideration Requested) by Prudential Financial. (Broyles, Deborah) (Entered: 12/26/2006)

12/27/ 2006	116	ORDER granting 115 Motion for Extension of Time. IT IS ORDERED that Dft Prudential Financial shall respond to Pla's First Amended Complaint on or before 01/29/07. Signed by Judge Earl H Carroll on 12/26/06.(DNH) (Entered: 12/27/2006)
12/29/ 2006	117	OBJECTION to 116 Order granting Defendant's Motion for Extension of Time by Plaintiff Arlene D Rowland. (Attachments: # 1 Exhibit)(DNH) (Entered: 12/29/2006)
01/08/ 2007	118	MOTION for Joinder of Persons Needed for Just Adjudication by Arlene D Rowland. (DNH) (Entered: 01/09/2007)
01/08/ 2007	119	SUPPLEMENT to 117 Objection by Plaintiff Arlene D Rowland. (Titled Plaintiff's Supplement to Application for Entry of Default Against Defendants) (DNH) (Entered: 01/09/2007)
01/10/ 2007	120	Notice of MOTION to Add Wachovia Corporation to Plaintiff's First Amended Complaint by Arlene D Rowland. (DNH) (Entered: 01/12/2007)
01/12/ 2007	121	MOTION for Admission Pro Hac Vice as to attorney Kendra Forsythe on behalf of Prudential Financial. (BAS,) (Entered: 01/16/2007)

01/16/ 2007	122	ORDER pursuant to General Order 05-25 granting 121 Motion for Admission Pro Hac Vice.Per the Court's Administrative Policies and Procedures Manual, applicant has five (5) days in which to register as a user of the Electronic Filing System. Registration to be accomplished via the court's website at www.azd.uscourts.gov. (BAS,)(This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (Entered: 01/16/2007)
01/29/ 2007	123	RESPONSE to Motion re 120 MOTION for *Joinder and Motion to Add Wachovia Corporation to Plaintiff's First Amended Complaint* filed by Wachovia Corporation. (Larsen, Caroline) (Entered: 01/29/2007)
01/29/ 2007	124	MOTION to Dismiss Case *Notice of Motion and Motion to Dismiss* by Prudential Financial. (Broyles, Deborah) (Entered: 01/29/2007)
01/30/ 2007	125	RESPONSE to Motion re 118 MOTION for Joinder of Persons Needed for Just Adjudication *Prudential Equity Group and Prudential Insurance Co. of America's Opposition to Plaintiff's Motion for Joinder of Person's Needed for Just Adjudication* filed by Prudential Financial. (Broyles, Deborah) (Entered: 01/30/2007)
02/07/ 2007	126	Plaintiff's REPLY to Defendants' Response to 120 MOTION to Add Party, and 118 MOTION for Joinder of Persons Needed for Just Adjudication filed by Arlene D Rowland. (DNH) (Entered: 02/08/2007)

02/09/2007	127	MOTION for Entry of Default as to Prudential Financial, Inc.; MOTION for Preclusion of Defenses and Motion for Award of Expenses by Arlene D Rowland. (DNH) (Entered: 02/12/2007)
02/22/2007	128	MOTION to Strike Prudential's Rule 12(b)(6) Dismissal Motion 124 ; Demand for Specific Issue Jury Trial by Arlene D Rowland. (Attachments: # 1 Exhibit)(DNH) (Entered: 02/23/2007)
02/22/2007	129	REQUEST for status of Plaintiff's Motion 56 for Reconsideration of Order (Titled Pending Motion Notification) by Plaintiff Arlene D Rowland. (DNH) (Entered: 02/23/2007)
02/22/2007	130	NOTICE OF MOTION AND MOTION to Unseal Document 52 by Arlene D Rowland. (DNH) (Entered: 02/23/2007)
02/27/2007	131	Notice re Notice of Motion and Motion to Extend The Time to Respond to Plaintiff's Motion to Strike Prudential's Rule 12(b)(6) Dismissal Motion by Prudential Financial (Broyles, Deborah) (Entered: 02/27/2007)
03/05/2007	133	Notice to the Court by Arlene D Rowland re 127 MOTION for Entry of Default as to Prudential Financial, Inc. MOTION for Preclusion of Defenses and Award of Expenses (Attachments: # 1 Exhibit)(DNH) (Entered: 03/07/2007)
03/05/2007	134	RESPONSE and Objection to 131 Defendants' Request for Extension of Time by Plaintiff Arlene D Rowland. (DNH) (Entered: 03/07/2007)

03/07/2007	132	ORDER granting 131 Motion to Extend The Time to Respond to Plaintiff's Motion to Strike Prudential's Rule 12(b)(6) Dismissal Motion filed by Prudential Financial. IT IS ORDERED that Defendant and Movants shall have up to and including 04/06/07 to file a Response to Plaintiff's Motion to Strike Prudential's Rule 12(b)(6) Dismissal Motion. Signed by Judge Earl H Carroll on 03/07/07. (DNH) (Entered: 03/07/2007)
04/06/2007	135	Defendant Prudential Financial, Inc.'s and Non-Parties Prudential Equity Group, LLC and Prudential Insurance Company of America's Opposition to Plaintiff's Motion to Strike by Prudential Financial. (Broyles, Deborah) Modified on 4/9/2007 (DNH,). DOCKET TEXT MODIFIED TO REMOVE THE TEXT MOTION TO STRIKE. (Entered: 04/06/2007)
04/06/2007	136	REQUEST *for Judicial Notice in Support of Defendant Prudential Financial, Inc.'s and Non-Parties Prudential Equity Group, LLC's, and Prudential Insurance Company of America's Opposition to Plaintiff's Motion to Strike* by Defendant Prudential Financial. (Broyles, Deborah) (Entered: 04/06/2007)
04/06/2007	137	DECLARATION *of Deborah J. Broyles in Support of Defendant Prudential Financial, Inc.'s and Non-Parties Prudential Equity Group, LLC. and Prudential Insurance Company of America's Opposition to Plaintiff's Motion to Strike* by Defendant Prudential Financial. (Broyles, Deborah) (Entered: 04/06/2007)

04/09/2007	138	NOTICE TO FILER OF DEFICIENCY re 135 MOTION to Strike *Defendant Prudential Financial, Inc.'s and Non-Parties Prudential Equity Group, LLC and Prudential Insurance Company of America's Opposition to Plaintiff's Motion to Strike* filed by Prudential Financial. Description of deficiency: Incorrect event selected. (DNH) (Entered: 04/09/2007)
04/16/2007	139	Notice re Civil Cover Sheet by Prudential Financial *Civil Cover Sheet* (Broyles, Deborah) Modified on 4/16/2007 (DNH,). DOCUMENT FILED IN ERROR. ATTORNEY REFILED DOCUMENT IN CORRECT CASE. (Entered: 04/16/2007)
04/16/2007	140	Notice re Notice of Application to Confirm Award by Prudential Financial (Broyles, Deborah) Modified on 4/16/2007 (DNH,). DOCUMENT FILED IN ERROR. ATTORNEY FILED DOCUMENT IN CORRECT CASE. (Entered: 04/16/2007)
04/16/2007	141	NOTICE TO FILER OF DEFICIENCY re 139 Other Notice filed by Prudential Financial, 140 Other Notice filed by Prudential Financial. Description of deficiency: Documents entered in incorrect case. (Documents have been entered in correct case by the attorney) (DNH) (Entered: 04/16/2007)
05/21/2007	142	NOTICE of Change of Address by Arlene D Rowland (DNH) (Entered: 05/23/2007)

07/02/2007	143	ORDER denying 107 Motion for Court Action. IT IS FURTHER ORDERED granting 108 Motion for status and 111 Motion for pending motion notification to the extent of this Order. IT IS FURTHER ORDERED denying 118 Motion for Joinder. IT IS FURTHER ORDERED denying 120 Motion to add Wachovia Corporation. IT IS FURTHER ORDERED granting Movants' 124 Motion to Dismiss Case and DIMISSING the first Amended Complaint as to Dft Prudential Financial, Inc. IT IS FURTHER ORDERED denying as moot 127 Plaintiff's Motion for Entry of Default and 127 Motion for Preclusion of Defenses and Award of Expenses. IT IS FURTHER ORDERED treating 128 Motion to Strike as Response to Movants' Motion to Dismiss and treating Movants' Opposition to Pla's 135 MOTION to Strike as a Reply to Movants' Motion to Dismiss. IT IS FURTHER ORDERED that Dft Prudential's 136 Request for Judicial Notice as to Exhibit T is GRANTED. IT IS FURTHER ORDERED denying 130 Motion to Unseal Document as legally frivolous. The Court having denied Pla's Motion for Joinder 118 , Motion to Add Wachovia Corporation 120 , and Motion for Relief 120 and having dismissed all Defendants, IT IS FURTHER ORDERED that the Clerk enter judgment accordingly. Signed by Judge Earl H Carroll on 07/02/07.(DNH,) (Entered: 07/02/2007)

07/02/2007	144	CLERK'S JUDGMENT in favor of Prudential Financial, Wachovia Corporation against Arlene D Rowland: that pursuant to the Courts order filed July 2, 2007, judgment is entered in favor of defendant and against plaintiff. Plaintiff to take nothing, and complaint and action are dismissed. (DNH) (Entered: 07/02/2007)
07/23/2007	145	NOTICE OF APPEAL to 9th Circuit, as to 83 Order on Motion to Dismiss Case; 116 Order on Motion for Extension of Time; 109 Order on Motion to Amend/Correct; 144 Clerk's Judgment; 105 Order on Motion for Miscellaneous Relief and 52 Order by Arlene D Rowland. (DNH) (Entered: 07/25/2007)
07/25/2007		USCA Appeal Fees received $ 455 receipt number PHX060283 re 145 Notice of Appeal filed by Arlene D Rowland (DNH) (Entered: 07/25/2007)
07/25/2007	146	Notice of Appeal Notification Form; Notice of Appeal and copy of docket sheet transmitted to Ninth Circuit and all parties re 145 Notice of Appeal (DNH) (Entered: 07/25/2007)
08/06/2007	147	Ninth Circuit Case Number 07-16358 for 145 Notice of Appeal. (DNH) (Entered: 08/06/2007)
08/16/2007	148	Appeal Document: Notice Regarding Transcripts Re: 10 day notice by Arlene D Rowland re 145 Notice of Appeal, (Attachments: # 1 Exhibit 82# 2 Errata 89# 3 Exhibit 90# 4 Errata 92# 5 Exhibit 145)(DNH) (Entered: 08/17/2007)

05/23/2008	149	Transmitted Record on Appeal to 9th Circuit re 145 Notice of Appeal. Number of Volumes of Clerks Records: 2; Number of Bulky Documents: 3; Docket Numbers of Bulky Documents: 46, 47, 65; Number of Transcripts: 1; Docket Numbers of Transcripts: 89; Number of Expandos: 2; Other: 1 Folder SEALED documents, 1 SEALED volume in 1 SEALED expando. (DNH) Modified on 6/5/2008 TO CLARIFY RECORDS SENT (REW,). (Entered: 05/23/2008)
09/25/2008	150	Acknowledgment of Receipt of Record on Appeal from 9th Circuit re 145 Notice of Appeal. (LSP) (Entered: 09/29/2008)
02/03/2010	151	ORDER of 9th Circuit, granting appellant's request for extension of time; the petitionfor panel rehearing and petition for rehearing en banc are due on February 24, 2010; appeal case number 07-16358, as to 145 Notice of Appeal, filed by Arlene D Rowland (DMT) (Entered: 02/03/2010)
03/17/2010	152	MANDATE of 9th Circuit (Certified Copy), AFFIRMING the decision of the district court, case number 07-16358, as to 145 Notice of Appeal, filed by Arlene D Rowland (Attachments: #(1) Order, #(2) Memorandum, #(3) nda)(KMG) (Entered: 03/17/2010)
03/18/2010	153	MOTION to Stay Enforcement of Judgment with Memorandum by Arlene D Rowland. (TLJ) (Entered: 03/19/2010)

03/23/2010	154	Appeal Record Returned: 145 Notice of Appeal; Number of Volumes of Clerk's Record: 2; Number of Bulky Documents: 3; Docket Numbers of Bulky Documents: 46, 47, 65; Number of Transcripts: 1; Docket Number of Transcript: 89; Number of Expandos: 2; Other: 1 Folder SEALED documents, 1 SEALED volume in 1 SEALED expando. (REW) (Entered: 03/23/2010)
04/05/2010	155	ORDER that Dfts shall file a Response to Pla's 153 Motion to Stay Enforcement of Judgment within 14 days of the date of this Order. Signed by Judge Earl H Carroll on 04/05/10. (ESL) (Entered: 04/05/2010)
04/19/2010	156	RESPONSE in Opposition re 153 MOTION to Stay re Enforcement of Judgment filed by Prudential Financial, Inc.. (Broyles, Deborah) (Entered: 04/19/2010)
04/20/2010	157	RESPONSE in Opposition re 153 MOTION to Stay re Enforcement of Judgment *AMENDED OPPOSITION TO APPLICATION TO STAY ENFORCEMENT OF JUDGMENT* filed by Prudential Financial, Inc.. (Broyles, Deborah) (Entered: 04/20/2010)
05/21/2010	158	ORDER denying 153 Plaintiff's Motion to Stay. Signed by Judge Earl H Carroll on 5/19/10.(TLJ) (Entered: 05/21/2010)

U.S. District Court
DISTRICT OF ARIZONA (Phoenix Division)
CIVIL DOCKET FOR CASE #: 2:04-cv-02287-EHC
[END OF DISTRICT COURT CIVIL DOCKET]

COUNSEL OF RECORD

Petitioner:
Arlene D. Rowland, *Pro Se* Plaintiff-Appellant
(*non-attorney without counsel*)
P.O. Box 7591. Ventura, CA 93006

Respondents:

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